



भारत का दफ्तर

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No. 45] NEW DELHI, SATURDAY, NOVEMBER 11, 1989/KARTIKA 20, 1911

इस भाग में भिन्न घटक संघर्षों की जास्ती है जिससे कि यह जलग संकलन के काम के रखा जा सके

Separate Paging Is given to this Part In order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-Section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा आई फिर गए सांविधिक आवेदन और अधिसंचार।
Statutory Orders and Notifications Issued by the Ministries of the Government of India (other than the Ministry of Defence)

विधि एवं न्याय मंत्रालय

(विधि कार्य विभाग)

धूमनाम

नई दिल्ली, 24 अक्टूबर, 1989

का. ना. 2843.—नोटरीज नियम, 1956 के नियम 6 के अनुसार में सभी प्राधिकारी द्वारा यह धूमना वी जाती है कि श्री अरविन्द प्रकाश माथूर एडवोकेट ने उक्त प्राधिकारी यो उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे अजयेर राजस्थान में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आशेष इस धूमना के प्रकाशन के चौदह दिन के दीतर लिखित रूप में मेरे पास दें। जाए।

[सं. 5 (62)/89-न्या.]

MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

NOTICES

New Delhi, the 24th October, 1989

S.O. 2843.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that Application has been made to the said Authority, under rule 4 of the said Rules, by Shri Arvind Prakash Matnur, Advocate for appointment as a Notary to practice in Ajmer (Raj.)

3062 GI/89—1

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(62)/89-Judl.]

का. ना. 2844.—नोटरीज नियम, 1956 के नियम 6 के अनुसार में सभी प्राधिकारी द्वारा यह धूमना वी जाती है कि श्री सहब राम एडवोकेट ने उक्त प्राधिकारी को उक्त नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे सातुल शहर गंगा नगर राजस्थान व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आशेष इस धूमना के प्रकाशन के चौदह दिन के दीतर लिखित रूप में मेरे पास दें। जाए।

[सं. 5 (63)/89-न्या.]

S.O. 2844.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that Application has been made to the said Authority, under rule 4 of the said Rules, by Shri Sahib Ram Shyoran, Advocate for appointment as a Notary to practise in Sadul Sahar, Dist. Ganga Nagar (Raj.).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(63)/89-Judl.]

का. आ. 2845.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री मालीराम अग्रवाल एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे जयपुर (राजस्थान) व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आधेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में भेरे पास मेजा जाए।

[सं. 5 (64)/89-न्या.]

S.O. 2845.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that Application has been made to the said Authority, under rule 4 of the said Rules, by Shri Mali Ram Agarwal, Advocate for appointment as a Notary to practise in Jaipur (Raj.).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(64)/89-Judl.]

का. आ. 2846.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री सत्य नारायण अग्रवाल एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे ग्रजमेर राजस्थान, व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आधेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में भेरे पास मेजा जाए।

[सं. 5/65/89-न्या.]

S.O. 2846.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that Application has been made to the said Authority, under rule 4 of the said Rules, by Shri Satya Narain Agarwal, Advocate for appointment as a Notary to practise in Ajmer (Raj.).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(65)/89-Judl.]

मई विल्नी, 25 अक्टूबर, 1989

का. आ. 2847.—नोटरीज नियम, 1956 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री मंदर लाल गौड़ एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे हनुमन गढ़ (ज.) सभ डिवीजन (राजस्थान) व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आधेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में भेरे पास मेजा जाए।

[सं. 5 (66)/89-न्या.]

New Delhi, the 25th October, 1989

S.O. 2847.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that Application has been made to the said Authority, under rule 4 of the said Rules, by Shri Bhanwar Lal Gaur, Advocate for appointment as a Notary to practise in Hanumangarh (Raj.).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(66)/89-Judl.]

का. आ. 2848.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री बुद्धराम शरन एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे जयपुर राजस्थान व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आधेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में भेरे पास मेजा जाए।

[सं. 5 (67)/89-न्या.]

S.O. 2848.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that Application has been made to the said Authority, under rule 4 of the said Rules, by Shri Budhram Saharan, Advocate for appointment as a Notary to practise in Jaipur (Rajasthan).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(67)/89 Judl.]

मई विल्नी, 26 अक्टूबर, 1989

का. आ. 2849.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री एस. दक्षिणा मूर्ति एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे मैसूर शहर कराटिक व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आधेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में भेरे पास मेजा जाए।

[सं. 5 (68)/89-न्या.]

New Delhi, the 26th October, 1989

S.O. 2849.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that Application has been made to the said Authority, under rule 4 of the said Rules, by Shri B. S. Dakshina Moorthy, Advocate for appointment as a Notary to practise in Mysore City.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(68)/89-Judl.]

का. आ. 2850.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री शशी एस. अंगारी एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे बीजापुर शहर कराटिक व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आधेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में भेरे पास मेजा जाए।

[सं. 5 (69)/89-न्या.]

S.O. 2850.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that Application has been made to the said Authority, under rule 4 of the said Rules, by Shri Shastry S. Angadi, Advocate for appointment as a Notary to practise in Bijapur City Karantaka.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(69)/89-Judl.]

का.आ. 2851.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सभी प्राधिकारी द्वारा यह सूचना या जारी है कि श्री एम. रत्नाकर एडवेक्ट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अन्तीन एक आवेदन इस बात के लिए दिया है कि उसे उदापी कर्नाटक व्यवसाय करने के लिए नोटरी के रूप में नियुक्त पर किसी भी प्रकार का आधेप इस सूचना के प्रकाशन के बीदहू दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5 (70)/89-स्थ.]

S.O. 2851.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that Application has been made to the said Authority, under rule 4 of the said Rules, by Shri M. Rathnakar, Advocate for appointment as a Notary to practise in Udupi, D.K. Karnataka.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(70)/89-Judl.]

नई दिल्ली, 27 अक्टूबर, 1989

का.आ. 2852.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सभी प्राधिकारी द्वारा यह सूचना या जारी है कि श्री श्री.वी. मुख्याराज, एडवेक्ट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अन्तीन एक आवेदन इस बात के लिए दिया है कि उसे तेहानी गुन्हार, आन्ध्र प्रदेश व्यवसाय करने के लिए नोटरी के रूप में नियुक्त पर किसी भी प्रकार का आधेप इस सूचना के प्रकाशन के बीदहू दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5 (71)/89-स्थ.]

के.एल. शर्मा, सभी प्राधिकारी

New Delhi, the 27th October, 1989

S.O. 2852.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that Application has been made to the said Authority, under rule 4 of the said Rules, by Shri C. V. Subbarao, Advocate for appointment as a Notary to practise in Tenali, Guntur (AP).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(71)/89-Judl.]

K. L. SARMA, Competent Authority

विष्ट मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 7 अक्टूबर, 1989

(आधेप)

का.आ. 2853.—ग्राम कर प्रधिनियम, 1961 (1961 का 43) की घाय 193 के परन्तुक के खण्ड (II ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इंडस्ट्रीयल क्रेडिट एंड इन्वेस्टमेंट कॉर्पोरेशन ग्राम इंडिया लिमिटेड, बम्बई द्वारा जारी किए गए “12.5% पूर्णतः संपर्चितनीय श्रद्धा पत्र (मई 1989 तिर्तम)” को उक्त खण्ड के प्रयोगनार्थ एतश्वारा विनियिष्ट करती है:

बताते कि उक्त परन्तुक के प्रयोगनार्थ लाभ ग्राम वंधपत्रों के पृष्ठाकान अथवा डिनीयरी द्वारा अनुसरण के माने में केवल उसी प्रमुख द्वारा

यदि अन्तरितो इंडस्ट्रीयल क्रेडिट एंड इन्वेस्टमेंट कॉर्पोरेशन ग्राम इंडिया लिमिटेड को पंजीकृत द्वारा 60 दिन की अवधि के भीतर प्रूचित करता है।

[सं. 8470 (फा.सं. 275/115/89-भाष्यकर. (ब.)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 7th October, 1989

INCOME-TAX

S.O. 2853.—In exercise of the powers conferred by clause (ii) of the proviso to section 193 of the Income-tax Act, 1961 (43 of 1961) the Central Government hereby specifies the “12.5% Fully Convertible Debentures—(May 1989 issue)” issued by the Industrial Credit and Investment Corporation of India Limited, Bombay, for the purpose of the said clause:

Provided that the benefit under the said proviso shall be admissible in the case of transfer of such bonds by endorsement or delivery, only if the transferee informs the Industrial Credit and Investment Corporation of India Limited by registered post within a period of sixty days.

[No. 8470/F. No. 275/115/89-IT(B)]

आयकर

का.आ. 2854.—ग्राम कर प्रधिनियम, 1961 (1961 का 43) की घाय 193 के खण्ड (2वा) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इंडस्ट्रीयल क्रेडिट एंड इन्वेस्टमेंट कॉर्पोरेशन ग्राम इंडिया लिमिटेड द्वारा जारी किए गए जीसी के इसके साथ संलग्न तालिका में सूची दी गई है को एतश्वारा उक्त खण्ड के प्रयोगनार्थ विनियिष्ट करता है।

बताते कि उक्त परन्तुक के प्रयोगनार्थ लाभ इस प्रकार के वंधपत्रों के अन्तरण के माने में पृष्ठाकान अथवा वितरण द्वारा तभी अनुमत्य होगा यदि अन्तरितो इस प्रकार के प्रयोगनार्थ से 60 दिन की अवधि के भीतर इंडस्ट्रीयल क्रेडिट एंड इन्वेस्टमेंट कॉर्पोरेशन ग्राम इंडिया लिमिटेड को रजिस्टर्ड द्वारा सूचित करेगा।

तालिका

नियम की तारीख	वंधपत्रों का विवरण
(1)	(2)
1. 13 फरवरी, 1989	11.5 प्रतिशत वंधपत्र (2009)
2. 5 जून, 1989	11.5 प्रतिशत वंधपत्र (2009)

[सं. 8471 (फा.सं. 275/120/89-ग्राम.कर. (ब.)]]

INCOME-TAX

S.O. 2854.—In exercise of the powers conferred by clause (ii) of the proviso to section 193 of the Income-tax Act, 1961 (43 of 1961) the Central Government hereby specifies the Bonds issued by the Industrial Credit and Investment Corporation of India Limited, Bombay as listed in the Table hereby annexed, for the purposes of the said clause:

Provided that the benefit under the said proviso shall be admissible in the case of transfer of such bonds, by endorsement or delivery, only if the transferee informs the Industrial Credit and Investment Corporation of India Limited by registered post within a period of sixty days.

TABLE

Date of Issue	Description of bonds
(1)	(2)
1. February 13, 1989	11.5% Bonds (2009)
2. June 5, 1989	11.5% Bonds (2009)

[No. 8472/F. No. 275/120/89-IT(B)]

प्राय-कर

का.मा. 2853.—भाष्यकर अधिनियम, 1961 (1961 का 43) की धारा 193 के खण्ड (2ब) द्वारा प्रदत्त शास्त्रीयों की प्रयोग करते हुए केन्द्रीय सरकार इंडस्ट्रीयल फाइनेंस कारपोरेशन ऑफ इंडिया द्वारा जारी किए गए “11.5 प्रतिशत इंस्ट्रीयल फाइनेंस कारपोरेशन अन्धपक्ष, 2009 (53वीं शुद्धारा)” को एतदाया उक्त खण्ड के प्रयोजनार्थ विनियिष्ट करती है।

बश्यते कि उक्त परामुख के मन्त्रपंत लाभ इस प्रकार के बन्ध-पत्रों के अन्तरण के मामले में पृष्ठांकन अवधार वितरण द्वारा सभी अनुमत्य होगा यदि अन्तरिक्ष इस प्रकार के अन्तरण से 60 दिन की अवधि के भीतर इंडस्ट्रीयल फाइनेंस कारपोरेशन ऑफ इंडिया अवधार भारतीय रिजर्व बैंक (आई.एक.सी.आई.) अधिकारी के निर्दम तथा प्रबंध के लिए प्राप्ती प्रबंधक) को रजिस्टर्ड डाक द्वारा सूचित करेगा।

[स. 8473 (फा.सं. 275/126/89-भा.कर. (ब.))]

बी.ई. एसेसेंटर, अवर सचिव

INCOME-TAX

S.O. 2855.—In exercise of the powers conferred by clause (ii) of the proviso to section 193 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies “11.5% Industrial Finance Corporation Bonds, 2009 (Fifty-third Series)” issued by the Industrial Finance Corporation of India, New Delhi, for the purposes of the said clause:

Provided that the benefit under the said proviso shall be admissible in the case of transfer of such bonds, by endorsement or delivery, only if the transferee informs the Industrial Finance Corporation of India or the Reserve Bank of India (Managers incharge for the issue and management of IFCI bonds) by registered post within a period of sixty days of such transfer

[No. 8473/F. No. 275/126/ITA(B)]

B.E. ALEXANDER, Under Secy.

नई दिल्ली, 12 अक्टूबर, 1989

प्राय-कर

का.मा. 2856.—इस कार्यालय की विनांक 7-1-1987 की घटि-
सूचना सं. 7090 (फा.सं. 203/278/87-भा.कर. नि.-II) के अनुक्रम में, सर्वी साधारण की जानकारी के लिए एतदाया यह अधिसूचित किया जाता है कि विहित प्राधिकारी अर्थात् वैज्ञानिक और आध्योगिक अनुसंधान विभाग, नई दिल्ली, ने निम्नलिखित संस्था को अध्यकर नियम 1962 के नियम 6 के साथ पठित अध्यकर अधिनियम, 1961 के धारा 35 की उपधारा (i) के खण्ड (ii) (पैंतीस/एक/दो) के प्रयोजनों के लिए “एसोसिएशन” प्रबंध के प्रधान मिम्नलिखित शर्तों पर अनुमोदित किया है:—

- (1) यह कि सुरोत्तम हूथिसंग हैल्थ फाउंडेशन, अहमदाबाद अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक् सेवा रखेगा।
- (2) यह कि उक्त एसोसिएशन अपने वैज्ञानिक अनुसंधान संबंधी कार्य-कालार्पों की वैज्ञानिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के रांची में प्रतिवर्ष 31 अर्द्ध, तक ऐसे प्रपत्रों में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिक कठित किया जाए और उसे सूचित किया जाए।
- (3) यह कि उक्त एसोसिएशन अपनी कूल अवधार तथा अवधार संपत्ति हुए अपने संपरीक्षित वैज्ञानिक लेखों की तथा अपनी परि-सम्पत्तियों, देनवारियों दराती हुए सुलन-पद्ध की आई-एक प्रति-

प्रति वर्ष 30 जून तक विहित प्राधिकारी के पास प्रस्तुत करेगा तथा इन वस्तुओं में से प्रत्येक की एक-एक प्रति केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली, अध्यकर महानिवेशक (छूट), कलकत्ता तथा सम्प्रदीत अध्यकर अध्यक्ष के पास मेजेगा।

(4) यह कि उक्त एसोसिएशन, केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग), नई दिल्ली तथा अध्यकर महानिवेशक (छूट), कलकत्ता को आवेदन करेगा।

एसोसिएशन

सुरोत्तम हूथिसंग हैल्थ फाउंडेशन जब सिंह भाई की जड़ी बीकांडा, अहमदाबाद।

यह अधिसूचना विनांक 1-4-88 से 31-9-89 तक अवधि के लिए प्रभावी है।

[स. 8468 (फा.सं. 130/130/88-भा.कर. नि.-II)]

निशि नाथर, अवर सचिव

New Delhi, the 12th October, 1989

INCOME-TAX

S.O. 2856.—In continuation of this Office Notification No. 7090 (F. No. 203/278/86-ITA.II) dated 7-1-1987 it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific and Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of subsection (1) of Section 35 (Thirty Five/One/Two) of the Income-tax Act, 1961 read with rule 6 of the Income-tax Rules, 1962 under the Category “Association” subject to the sums received by it for scientific research.

- (i) That Surottam Hutheesing Health Foundation, Ahmedabad will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 31st May each year.
- (iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi, DGIT (Exemption) Calcutta and the concerned Commission of Income-tax.
- (iv) That the said Association will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi and DGIT (Exemption) Calcutta.

ASSOCIATION

Surottam Hutheesing Health Foundation, Jeshingbal's Wadi, Gheekanta, Ahmedabad.

This Notification is effective for a period from 1-4-88 to 31-3-89.

[No. 8468/F. No. 203/130/88-ITA.II]

NISHI NAIR, Under Secy.

प्रधान भारतीय स्थापन

का.प्रा. 2857.—बोन्डीय सरकार, केंद्रीय प्रश्नक कर और
(कारबाहर संचालित विभिन्न मन) नियम, 1964 के नियम-3 द्वारा
प्रदत्त शर्तियों पर प्रयोग करते हुए श्री ए.एस. विष्णु, सरकार, केंद्रीय
प्रश्नक कर और उसे नियम-3 के अनुसार 19 अक्टूबर, 1989 के अपराह्न से अगला
प्रादेश होने तक अधिक बोन्डीय प्रश्नक कर और उसे नियम-3 करती है।

[फा.सं. ए-19011/11/88-प्रपा.]

प्राप्ति. के. जिंदल, निदेशक [(प्रशासन)]

New Delhi, the 17th October, 1989

HEADQUARTERS ESTABLISHMENT

S.O. 2857.—In exercise of the powers conferred by Rule 3 of the Central Board of Direct Taxes (Regulation of Transaction of Business) Rules, 1964, the Central Government hereby appoints Shri A. S. Thind, Member, Central Board of Direct Taxes, as Chairman, Central Board of Direct Taxes with effect from the afternoon of the 17th October, 1989 and until further orders.

[F. No. A. 19011/11/88-Ad.I]

R. K. JINDAL, Director (Adm.)

(अधिक कार्य विभाग)
(कैंपिंग प्रमाण)।

नई दिल्ली 19 अक्टूबर, 1989

का.प्रा. 2858.—निक्षेप बीमा और प्रश्न गारंटी नियम अधिनियम, 1961 (1961 का 47) की धारा 6 की उपधारा 2 के साथ पठित उपधारा (1) के खंड (उ.) के उपबंधों के अनुसार में, केंद्रीय सरकार भारतीय रिजर्व बैंक से परामर्श करते के पश्चात एतद्वारा निम्नलिखित व्यक्तियों को 19 अक्टूबर, 1989 से प्रारंभ होने वाली और 18 अक्टूबर, 1991 की समाप्त होने वाली अधिकारी के आस्ते निक्षेप बीमा और प्रश्न गारंटी नियम के निदेशक के रूप में नियुक्त करती है :

1. प्रबंध निदेशक, भारतीय स्टेट बैंक, बम्बई।
2. अध्यक्ष एवं प्रबंध निदेशक, इलाहाबाद बैंक, कलकत्ता।

[संख्या फ. 7/1/88-बी.ओ.-1 (1)]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 19th October, 1989

S.O. 2858.—In pursuance of the provisions of clause (e) of sub-section (1) read with sub-section 2 of Section 6 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961), the Central Government after consultation with the Reserve Bank of India, hereby nominates the following persons as Directors on the Board of Director of Deposit Insurance and Credit Guarantee Corporation for a period beginning 19th October, 1989 and ending with 18th October, 1991 :

1. The Managing Director,
State Bank of India,
Bombay.
2. The Chairman and Managing Director,
Allahabad Bank,
Calcutta.

[No. F. 7/1/88-BO.I(1)]

का.प्रा. 2859.—निक्षेप बीमा और प्रश्न गारंटी नियम अधिनियम, 1961 (1961 का 47) की धारा 6 की उपधारा 2 के साथ पठित उपधारा (1) के खंड (उ.) के उपबंधों के अनुसार में, केंद्रीय सरकार भारतीय रिजर्व बैंक से परामर्श करते के पश्चात एतद्वारा भारतीय विकास बैंक, बम्बई के अध्यक्ष तथा प्रबंध निदेशक को 19 सितम्बर, 1988 से अपराह्न होने वाली और 18 सितम्बर, 1990 की समाप्त होने वाली अधिकारी के आस्ते निक्षेप बीमा और प्रश्न गारंटी नियम के निदेशक के रूप में पुनः नियुक्त करती है।

[संख्या एफ. 7/1/88-बी.ओ.-1 (2)]

S.C. 2859.—In pursuance of the provisions of clause (e) of sub-section (1) read with sub-section 2 of section 6 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961), the Central Government after consultation with the Reserve Bank of India, hereby re-nominates the Chairman and Managing Director, Industrial Development Bank of India, Bombay as a director of the Deposit Insurance and Credit Guarantee Corporation for a further period beginning 19th September, 1988 and ending 18th September, 1990.

[No. F. 7/1/88-BO.I(2)]

नई दिल्ली, 20 अक्टूबर, 1989

का.प्रा. 2860:—राष्ट्रीयकृत बैंक (प्रबंध और प्रकार्ण उपबंध) स्कीम, 1980 की धारा 9 के साथ पठित धारा 3 की उपधारा (अ.) के अनुसार में केंद्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करते के पश्चात एतद्वारा श्री जगमोहन कोचर, ए-5 कालियो कालीयो, नई दिल्ली को 20 अक्टूबर, 1989 से प्रारम्भ होकर 19 अक्टूबर, 1992 की समाप्त होने वाली तीन वर्षों की अधिकारी के लिए विजया बैंक में निदेशक के रूप में नियुक्त करती है।

[एफ. सं. 9/31/88-बी.ओ.-1]

New Delhi, the 20th October, 1989

S.O. 2860.—In pursuance of sub-clause (f) of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Jagmohan Singh Kochhar, A.S., Kalandi Colony, New Delhi as a Director of the Vijaya Bank for a period of three years commencing on the 20th day of October, 1989 and ending with the 19th day of October, 1992.

[F. No. 9/31/88-BO.I]

का.प्रा. 2861:—राष्ट्रीयकृत बैंक (प्रबंध और प्रकार्ण उपबंध) स्कीम, 1980 की धारा 9 के साथ पठित धारा 3 की उपधारा (अ.) के अनुसार में केंद्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करते के पश्चात एतद्वारा श्रीमती मुकुल झा, प्लाट नं. एल-40, रोड नं. 20, श्री कृष्ण नगर, पटना-800001 (झिहार) को काशकारी के हिस्सों का प्रतिनिधित्व करते के लिए 20 अक्टूबर, 1989 से प्रारम्भ होकर 19 अक्टूबर, 1992 की समाप्त होने वाली तीन वर्षों की अधिकारी के लिए बैंक अौंक महाराष्ट्र में निदेशक के रूप में नियुक्त करती है।

[एफ. सं. 9/42/88-बी.ओ.-I]

S.O. 2861.—In pursuance of sub-clause (f) of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Smt. Mukul Jha, Plot No. L-40, Road No. 20, Shrikrishna Nagar, Patna-800001, Bihar as a Director of the Bank of Maharashtra for a period of three years commencing on the 20th day of October, 1989 and ending with 19th day of October, 1992 to represent the interests of farmers.

[F. No. 9/42/88-BO.I]

का. प्रा. 2862.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 की धारा 9 के साथ पठित धारा 3 की उपधारा (च) के अनुसरण में केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात पत्रदाता श्रीमती कृष्णा कौल, 1 सीन मूर्ति लेन, नई दिल्ली को 20 अक्टूबर, 1989 से प्रारम्भ होकर 19 अक्टूबर, 1992 की समाप्त होने वाली तीन वर्षों की अवधि के लिए पंजाब नेशनल बैंक में निवेशक के रूप में नियुक्त करती है।

[एक. मं. 9/16/88-बी.ओ.-1]

S.O. 2862.—In pursuance of sub-clause (f) of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Smt. Krishna Kaul, 1, Teen Murti Lane, New Delhi as a Director of the Punjab National Bank for a period of three years commencing on the 20th day of October, 1989 and ending with the 19th day of October, 1992.

[F. No. 9/26/88-BO.I]

का. प्रा. 2863.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 की धारा 9 के साथ पठित धारा 3 की उपधारा (ड) के अनुसरण में केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात पत्रदाता श्री पा. राजेन्द्रपाल नाथ, पश्चिमनाथी पुरम, तिरुचंतूर रोड, फिल्हाल-517503 (आंध्र प्रदेश) को किनारों के हिस्सों का प्रतिनिधित्व करने के लिए 20 अक्टूबर, 1989 से आरम्भ होकर 19 अक्टूबर, 1992 की समाप्त होने वाली तीन वर्षों की अवधि के लिए आनंदा बैंक में निवेशक के रूप में नियुक्त करती है।

[सं. एक. 9/14/88-बी.ओ.-1]

S.O. 2863.—In pursuance of sub-clause (f) of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central

S.O. 2864.—In pursuance of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 the Central Government after consultation with the Reserve Bank of India hereby appoints the following persons as Directors of the Bank of Baroda for a period of three years commencing on the 20th day of October, 1989 and ending with the 19th day of October, 1992 :—

1. Shri Ashfaque Ahmad Waziri
Bangla Chaharsu
Naya Bazar Bhadohi-221 401
Distt. Varanasi
Uttar Pradesh.
2. Shri Ravi Shankar
256 Civil Lines
Sultanpur
Uttar Pradesh.
3. Shri Srinath Chaturvedi
41 Florencia
4th Floor Palimala Road Bandra (West)
Bombay 400 050.
Maharashtra.

का. अ.; 2865.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 की धारा 9 के साथ पठित धारा 3 के अनुसरण में केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात पत्रदाता 20 अक्टूबर, 1989 से प्रारम्भ होकर 19 अक्टूबर, 1992 की समाप्त होने वाली तीन वर्षों की अवधि के लिए निम्ननिम्नित व्यक्तियों को युक्त बैंक में निवेशक के रूप में नियुक्त करती है।

1. डा. मनोज जोशी
70 गाँड़थापांड्य
- उनवट बैंक के जमाकलशिंग का प्रतिनिधित्व करने के लिए

Government, after consultation with the Reserve Bank of India, hereby appoints Shri P. Rajagopal Naidu, 12, Padmavathi Puram, Tiruchanur Road, Tirupati-517503, Andhra Pradesh as a Director of the Andhra Bank for a period of three years commencing on the 20th day of October, 1989 and ending with the 19th day of October, 1992 to represent the interest of farmers.

[F. No. 9/24/88-BO.I]

का. प्रा. 2864.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 की धारा 9 के साथ पठित धारा 3 के अनुसरण में केन्द्रीय सरकार भारतीय रिजर्व बैंक से परामर्श करने के पश्चात पत्रदाता 20 अक्टूबर, 1989 से प्रारम्भ होकर 19 अक्टूबर, 1992 की समाप्त होने वाली तीन वर्षों की अवधि के लिए निम्नलिखित व्यक्तियों को बैंक प्राप्त बायोरा में निवेशक के रूप में नियुक्त करती है।

- | | |
|--|---|
| 1. श्री अशफ़क अहमद वज़ीरी
बगला बड़सू
नया बाजार
पश्चीम-221401
जिला वाराणसी (उ.प्र.) | शिल्पकारों के हितों का प्रतिनिधित्व करने के लिए धारा 3 की उपधारा (ड) के अनुसरण में। |
| 2. श्री रघु शंकर
256 सिलिल लाइंसेस
सुल्तानपर (उ.प्र.) | धारा 3 की उपधारा (च) के अनुसरण में। |
| 3. श्री श्रीनाथ अतुर्वेदी
41 फ्लोरेंसिया
चौथी मंजिल
पलीमला रोड
बांद्रा (वेस्ट)
बम्बई 400050
महाराष्ट्र | धारा 3 की उपधारा (च) के अनुसरण में। |

[एक. म. 9/30/88 बी.ओ.-I]

Representing the interests of artisans—in pursuance of sub-clause (e) of clause 3.

In Pursuance of sub-clause (f) of clause 3.

In pursuance of sub-clause (f) of clause 3.

[F. No. 9/30/88-BO.I]

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|--|-------------------------------------|
| नई दिल्ली | धारा 3 की उपधारा (घ) के अनुसरण में। |
| 2. श्री विक्रम बालभीष्माई वेसाई
सी-17 गुलबाहर पार्क
नई दिल्ली-110049 | धारा 3 की उपधारा (च) के अनुसरण में। |

[एक. म. 9/25/88-बी.ओ.J]
एम. एम. सीनारामन, भवर मन्त्री

S.O. 2865.—In pursuance of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970 the Central Government after consultation with the Reserve Bank of India hereby appoints the following persons as Directors of the UCO Bank for a period of three years commencing on the 20th day of October, 1989 and ending with the 19th day of October, 1992 :—

1. Dr. Manoj Joshi,
70 South Avenue,
New Delhi.
2. Shri Vikram Valjibhai Desai,
D. 17, Gulmohar Park,
New Delhi-110 049.

Representing the interests of depositors of the said bank—in pursuance of sub-clause (d) of clause 3.

In pursuance of sub-clause (f) of clause 3.

[F No 9/25/88 BOI]

M. S. SEETHARAMAN, Under Secy.

कार्यालय समाहर्ता, केन्द्रीय उत्पाद शुल्क

अधिसूचना 216/1989

इंदौर, 24 अक्टूबर, 1989

का. आ. 2866.—समाहर्ता केन्द्रीय उत्पाद शुल्क इंदौर, के सर्वश्री एस. व्ही. विराणी, डी. एस. शर्मा तथा पी. जी. राजपूरकर अधीक्षक समूह "ख" मिर्च आयु प्राप्त करने पर विवाक 230-9-89 को (अपराह्न में) आत्मकीय सेवा से निवृत्त हो जाए।

[व. स. 11(3)8-गोप /89]

बालकृष्ण भ्रवाल, समाहर्ता

CENTRAL EXCISE COLLECTORATE

NOTIFICATION NO. 216/1989

Indore, the 24th October, 1989

S.O. 2866.—S/Shri S. V. Virani, G. S. Sharma and P. G. Rajapurkar, Superintendent, Central Excise, Group 'B' of Indore Collectorate having attained the age of superannuation retired from Government service on 30-9-1989 (A/N).

[C. No. II(3)8-Con/89]

B. K. AGARWAL, Collector

वाणिज्य मंत्रालय

(मुख्य नियंत्रक, आयात नियंत्रित का कार्यालय)

आदेश

नई दिल्ली, 13 अक्टूबर, 1989

का. आ. 2867.—मेर्सेन भारत हेवी इलेक्ट्रिकल्स लिमिटेड को कांस से मुक्त विवेशी मुद्रा के अंतर्गत ए. एम. एफ. कंट्रोल विनल तथा अतिरिक्त पुर्जी सहित 450 किलो बाट अमता (चूनतम) के बो डी. जी. सेट के आयात के लिए 39,26,300 रु० (उत्तराखण्ड लाख छब्बीस हजार तीन सौ रु० मात्र) के लिए एक आयात लाईसेंस सं. पी/र्जी/2125117/सी/XX/11/एच/89/सं.जी-1 एस. एस. विवाक 22-5-89 दिया गया था।

फॉम ने उपर्युक्त उल्लिखित लाईसेंस की सीमाशुल्क प्रयोजन प्रति की अनुलिपि प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि लाईसेंस को मूल सीमाशुल्क प्रयोजन प्रति उनसे खो अथवा गुम हो गई है। आगे यह उल्लेख किया है कि लाईसेंस की सीमाशुल्क प्रयोजन प्रति की सीमाशुल्क प्राधिकारी के पास पंजीकृत नहीं की गई थी। इस लिए सीमाशुल्क प्रयोजन प्रति का विकूल भी उपयोग नहीं किया गया है।

2. आपने तर्क के समर्थन में लाईसेंसधारी ने नोटरी पठिल; दिल्ली के समझ उल्लिखित शपथ लेकर एक स्टेम्प मेपर पर एक शपथाद दाखिल

किया है। तदनुसार मैं गंतुष्ट हूँ कि आयात लाईसेंस में. पी. / सी. / जी. / 2125117 दिनाक 22-5-89 की मूल सीमाशुल्क प्रयोजन प्रति फॉम से खो अथवा गुम हो गई है। यथा संशोधित आयात (नियंत्रण) आवेदन 1955 दिनाक 7-12-1955 की उप-शासा 9(ग) के अंतर्गत आयात शक्तियों का प्रयोग करते हुए भैसर्व भारत हेवी इलेक्ट्रिकल्स लिमिटेड को जारी डक्ट मूल सीमाशुल्क प्रयोजन प्रति सं. पी. सी/र्जी /2125117 दिनाक 22-5-89 की एतदारा रद्द किया जाता है।

3. उक्त लाईसेंस की सीमाशुल्क प्रयोजन प्रति की अनुलिपि प्रति पार्टी को अलग में जारी की जा रही है।

[सं. सी. जी. - 1/पी. डी. ई./99/88-89]

MINISTRY OF COMMERCE

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 23rd October, 1989

S.O. 2867.—M/s. Bharat Heavy Electricals Limited were granted an Import Licence No. P/CG/2125117/C/XX/12/H/89/CG. I/L.S., dated 22-5-1989 for Rs. 39,26,300 (Rupees Thirty Nine Lakhs Twenty Six Thousand and Three Hundred only (FF 15,92,093) for import of 2 Nos. DG set of 450KW capacity (Min.) with AMF Control Panel and Spares under Free Foreign Exchange from France.

The firm has applied for issue of Duplicate copy of Customs Purposes copy of the above mentioned licence on the ground that the original Custom Purposes Copy of the licence has been lost or misplaced. It has further been stated that the Customs Purposes copy of the licence was not registered with any Customs Authority and as such the value of Customs Purpose copy has not been utilised at all.

2. In support of their contention, the licensee has filed an affidavit on stamped paper duly sworn in before a Notary Public, Delhi. I am accordingly satisfied that the original Customs Purposes copy of Import Licence No. P/CG/2125117 dated 22-5-89 has been lost or misplaced by the firm. In exercise of the powers conferred under Sub-clause 9(cc) of the Import (Control) Order, 1955 dated 7-12-1955 as amended, the said original Customs purposes copy No P/CG/2125117 dated 22-5-89 issued to M/s. Bharat Heavy Electricals Ltd., is hereby cancelled.

3. A duplicate Customs Purposes copy of the said licence is being issued to the party separately.

[No. CG-I/CDE-99/88-89/408]

आदेश

नई दिल्ली 31 अक्टूबर, 1989

का. आ. 2868.—मैसर्सेन एक्सट्रॉजन लिमिटेड को आई. री. आई. सी. आई./आई. एफ. सी. एल./आई. डी. बी. आई. इण के अंतर्गत पूर्जीगत माल के आयात के लिए 3,07,78,500/- (तीन करोड़ सात लाख छहत्तर हजार और पाँच सौ रुपये मात्र) के

लिए एक भारत साइंसेस संघर्ष आई/सी. जी/2042284/एस/डब्ल्यू. पी / 08/प्रध/87, दिनांक 21-8-87 :दिया गया था।

फर्म ने उपर्युक्त उत्तिक्षिण लाइसेंस की सीमाशुल्क प्रयोजन प्रति की अनुलिपि प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि लाईस को मूल सीमाशुल्क प्रयोजन प्रति और भव्यता गुम हो गई है। अगे यह भी उल्लेख किया है कि लाइसेंस की सीमाशुल्क प्रयोजन प्रति सीमाशुल्क प्राधिकारी कालकरण के पास पंजीकृत कराई गई थी और 1,73,56,456 रुपये के लिए सीमाशुल्क प्रयोजन प्रति के मूल्य का उपयोग किया जा सका है और 1,34,22,044/ रुपये के लिए सीमाशुल्क प्रयोजन प्रवर्ति के लिए मूल्य का उपयोग करना चाहिए है।

2. अपने तर्फ के समर्थन में लाइसेंस धारी ने नोटरी पञ्चिक के समक्ष विधिवत शपथ ले कर एक शपथ पत्र दाखिल किया है। तदनुसार मैं संतुष्ट हूँ कि फर्म से आयात लाइसेंस आई/सी. जी./2042284 दिनांक 20-8-87 की मूल सीमाशुल्क प्रयोजन प्रति जो या गुम हो गई है। भारत (नियंत्रण) आदेश, 1955 दिनांक 7-12-55 शासकीय विधित की उपधारा 9(गग) के अनुसार प्रवर्ति शक्तियों का प्रयोग करने हुए मंसरे ओरीसा एक्स्प्रेस लिमिटेड को जारी उक्त मूल सीमाशुल्क प्रयोजन प्रति, आई. सी. जी./2042284 दिनांक 20-8-87 को एकदृश्य रद्द किया जा रहा है।

3. उक्त लाइसेंस की सीमाशुल्क प्रयोजन प्रति की अनुलिपि प्रति पार्टी को अलग से जारी की जा रही है।

[तं. सी. पी./माइक्स - 12/84-85]
वी. प्रार. अहीर, उप मुख्य नियंत्रक,
आयात-नियंत्रण

ORDER

New Delhi, the 31st October, 1989

S.O. 2868.—M/s. Orissa Extrusions Ltd., were granted an import licence No. I/CG/2042284/S/WP/05/H/87 dated 20-8-87 for Rs. 3,07,78,500 (Rupees three crore seven lakhs seventy eight thousand and five hundred only) for import of capital goods under loan from ICICI/IFCI/JDBI.

The firm has applied for issue of Duplicate copy of Customs purposes copy of the above mentioned licence on the ground that the original Customs Purposes copy of the licence has been lost or misplaced. It has further been stated that the Customs Purposes copy of the licence was registered with Customs Authority, Calcutta and as such the value of Customs Purpose copy has been utilised for Rs. 1,73,56,456 and leaving a balance of Rs. 1,34,22,044.

2. In support of their contention, the licensee has filed an affidavit on stamped paper duly sworn in before a Notary Public I am accordingly satisfied that the original Customs Purposes copy of import licence No. I/CG/2042284 dated 20-8-87 has been lost or misplaced by the firm. In exercise of the powers conferred under sub-clause 9(cc) of the Import (Control) Order, 1955 dt. 7-12-1955 as amended the said original Customs Purposes copy No I/CG/2042284 dt. 20-8-87 issued to M/s. Orissa Extrusions Ltd. is hereby cancelled.

3. A duplicate Customs Purposes copy of the said licence is being issued to the party separately.

[No. CGIT/Mines/12/84-85/1094]

B. R. AHIR, Dy. Chief Controller of Imports & Exports

प्रादेश

नई दिल्ली, 26 अक्टूबर, 1989

का.आ. 2869—श्री चिरामेल थेको एस्टोनी, पी.ओ. नाम सं. 41490, बीमेव एस शोयक, 85855 कुनैट को एक मरमतीज बेन 200 डो. 1984 माडल कार, वेसिस सं. 12331202 ए, 128813, इंजिन सं. 61594020359084 का आधार करने हेतु करने 2,20,000. ह० (दो लाख बीस हजार रुपये मात्र) के लिए 2-6-89 का एक सीमा

शुल्क निकासी परमिट सं. पी/जे/3078853 स्वीकृत किया गया था। श्री चिरामेल थेको एस्टोनी से कहा है कि गूल सी.सी.पी. गुम हो गया/दो गया है। आगे यह सी.सी.पी. को किसी भी सीमा शुल्क प्राधिकारी के यहाँ पंजीकृत नहीं कराया गया था इस कारण से सी.सी.पी. के मूल्य का कर्तव्य उपयोग नहीं किया गया है।

2. मैं संतुष्ट हूँ कि 2-6-89 का मूल सी.सी.पी. संख्या पी.जे. 3078853 आवेदक द्वारा यो था है। 7-12-1955 के समय-समय पर यथा संशोधित आयात (नियंत्रण) आदेश, 1955 की उपधारा 9(गग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री चिरामेल थेको एस्टोनी को जारी किए गए 2-6-89 के उक्त मूल सी.सी.पी. सं. पी/जे/3078853 को एकदृश्य रद्द किया जाता है।

[का.स. पी/ए-45/88-89/बोएल/इ] 1926]

मांगा थेको केन, उम मुख्य नियंत्रण, आयात-नियंत्रण,
कृते मुख्य, नियंत्रक आयात-नियंत्रण

ORDER

New Delhi, the 26th October, 1989

S.O. 2869.—Shri Chiramel Chacko Antony, P.O. Box No. 41490, Jeelieb Al Shouyouk, 85855 Kuwait was granted a Customs Clearance Permit No. P/J/3078853 dated 2nd June, 1989 for Rs. 2,20,000 (Rupees Two Lakh and twenty thousand only) for import of One Mercedes Benz 200 D 1984 Model Car, Chassis No. 12331202 A 126813, Engine No. 61594020359084, Shri Chiramel Chacko Antony has stated that the original CCP has been misplaced/lost. It has further been stated that the original CCP was not registered with any Customs authority and as such the value of the CCP has not been utilised at all.

2. I am accordingly satisfied that the original CCP No. P/J/3078854 dated 2nd June, 1989 has been lost by the applicant. In exercise of the powers conferred under Sub-Clause 9(cc) of the Imports (Control) Order, 1955, dated 7th December, 1955 as amended from time to time, the said original CCP No. P/J/3078853 dated 2nd June, 1989 issued to Shri Chiramel Chacko Antony is hereby cancelled.

[F. No. A/A-45/88-89/BLS/1926]

MAYA D. KEM, Dy. Chief Controller of Imports & Exports
for Chief Controller of Imports & Exports

कृषि भवालय

(कृषि और सहकारिता विभाग)

नई दिल्ली, 24 अक्टूबर, 1989

का.आ. 2870—पशु करता निकारण अधिनियम, 1960 (1960 का 59 वाँ) के अंडे 6 के उपचार (2) की धारा (य) के अनुसार में, केन्द्र सरकार एकदृश्य धोणा करती है कि श्री कुरुगी नारायण स्व.भी. संसद भवस्य (लोक सभा) 11 लोक सभा से त्वाग पत्र दिए जाने के परिणाम स्वरूप तकाल से भारतीय पशु कल्याण बोर्ड के सरकार मही रहे हैं।

[संख्या 14-13] 39-ए.ल. शी.]

प्रार. कन्दिर, प्रधार सचिव

MINISTRY OF AGRICULTURE

(Department of Agriculture & Co-operation)

New Delhi, the 24th October, 1989

S.O. 2870.—In pursuance of clause (b) of sub-section (2) of section 6 of the Prevention of Cruelty to Animals Act, 1960 (59 of 1969), the Central Government hereby declares that Shri Katuri Narayana Swamy, Member of Parliament (Lok Sabha) consequent upon his resignation from the Lok Sabha ceases to be a member of the Animal Welfare Board of India with immediate effect.

[No. 14-13/89-LD.I]

R. KANDIR, Under Secy.

स्वास्थ्य और परिवार कल्याण संशोधन

(स्वास्थ्य विभाग)

नई दिल्ली, 23 अक्टूबर, 1989

का.प्रा. 2871.—रजिस्ट्रेशन अधिनियम, 1948 (1948 का 16) की धारा 3 के खंड (ध) के अनुसार में निम्नलिखित व्यक्तियों को उनके नामों के अगे उपरांत विश्वविद्यालयों द्वारा प्रयोक के नम के सम्मेंदण्डीय गई तारीखों से भारतीय व्यंजन चिकित्सा परिषद के सदस्यों के रूप में निर्वाचित किया गया है, अर्थात्—

कम सं. नम और पा.

निर्वाचित करने वाले निर्वाचित की तारीख
प्राधिकरण का नाम

1. श. आर.एम. हेबल्ली, बंगलोर विश्वविद्यालय 28 मार्च, 89
नं. 20, 28 वां काम IV ब्लॉक,
जय नगर, बंगलोर-560011
2. डा. अबीराल मुखोपाध्याय 15/1, कलकत्ता प्रिय. 21 दिसंबर, 88
निम्नलिखित स्ट्रीट, कलकत्ता-7.

MINISTRY OF HEALTH AND FAMILY WELFARE

(Dept. of Health)

New Delhi the 23rd October, 1989

S.O. 2871.—Wherez in pursuance of clause (d) of section 3 of the Dentists Act, 1948 (16 of 1948), the following persons have been elected by the Universities indicated against their names to be the members of the Dental Council of India with effect from the dates shown against each namely :—

S. No. Name and address

1. Dr. R.M. Hebballi
No. 20, 28th Cross IV Block Jayanagar
Bangalore-560011.
2. Dr. Abiral Mukhopadhyay
15/1, Nirmal Chandra Street
Calcutta.

Now therfore in pursuance of clause (d) of section 3 of the said Act the Central Government hereby makes the following further amendments in the notification of the Government of India in the Ministry of Health and Family Welfare No. S.O. 430 dated the 24th January 1984 namely :

In the said notification under the heading “Elected under clause (d) of section 33”

(a) for serial number 7 and the entries relating thereto the following serial number and entries shall be substituted namely :—

“7 Dr. R.M. Hebballi	Elected	Bangalore University	28-3-1989.”
No. 20, 28th Cross			
IV Block Jayanagar			
Bangalore-560011.			

(b) for serial number 14, and the entries relating thereto, the following serial number and entries shall be substituted, namely :

“14. Dr. Abiral Mukhopadhyaya,	Elected	Calcutta University	21-12-1988”
15/1, Nirmal Chandra			
Street, Calcutta.			

[F. V. 12013/1/89-PMS]

नई दिल्ली, 24 अक्टूबर, 1989

का.प्रा. 2872.—रेग्सीय मरकार, भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शर्तों को प्रयोग करते हुए, भारतीय आयुर्विज्ञान परिषद से परामर्श करने के पश्चात, उक्त प्रयिनियम की पहली अनुदस्ती में निम्नलिखित और अन्तर्भूत करने हैं, अर्थात्—

उक्त अनुदस्ती में, “महर्षि दयानन्द विश्वविद्यालय” शोषक के नीचे, निम्नलिखित प्रविष्टियों अन्त स्थापित की जाएगी, अर्थात्—

“चिकित्सा विकारण—चिकित्सा विज्ञान निदान में डिप्लोमा

[संख्या नं. 11015/31/87-एम ई (फी)]

अ.र. श्री निवासन, अवर सचिव

3062 GT/89-2

अतः अब उक्त प्रयिनियम की धारा 3 के खंड (ध) के अनुसार में केन्द्रीय सरकार, भारत सरकार के स्व.स्व्य और परिवार कल्याण मंत्रालय की तरीख 24 जनवरी, 1984 की अधिसूचना संक्षया का.प्रा. 430 में निम्नलिखित और संशोधन करनी है, अर्थात्—

उक्त प्रयिनियम में धारा 3 के खंड (ध) के प्रथीत निर्वाचित शीर्षक के अधीन,

(क) कम संक्षांक और उससे मंश्वित प्रविष्टियों के स्थान पर निम्नलिखित कम संक्षांक और प्रविष्टियों रखी जाएगी, अर्थात्—

7. डा. आर.एम. हेबल्ली निर्वाचित वर्गनाम 28-3-1989”
नं. 20, 28 वां काम IV ब्लॉक, विश्वविद्यालय
जय नगर, बंगलोर-560011

(छ) कम संक्षांक 14 और उससे मंश्वित प्रविष्टियों के स्थान पर निम्नलिखित कम संक्षांक और प्रविष्टियों रखी जाएगी, अर्थात्—

14. डा. अबीर लाल निर्वाचित कलकत्ता 21-12-1988
मुखोपाध्याय, 15/1, निर्मल
स्ट्रीट, कलकत्ता

[म. ओ. 12013/1/89-एम एस]

New Delhi, the 24th October, 1989

S.O. 2872.—In exercise of the powers conferred by sub-section (2) of Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely :—

In the said Schedule, under the heading Maharishi Dayanand University, the following entries shall be inserted, at the end, namely :—

“Diploma in Medical Radio—Diagnosis DMRD”.

[No. V. 11015/31/87-ME(P)]

R. SRINIVASAN, Under Secy.

नई दिल्ली, 2 नवम्बर, 1989

का.आ. 2873.—केंद्रीय सरकार, औषधि और प्रसाधन समिति अधिनियम, 1940 (1940 का 25) की धारा 20 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, जा.एम.सी. शर्मा, उस नियन्त्रण केन्द्रीय औषधि प्रयोगशाला, कालकल्पा, को भारत सरकार के स्वास्थ्य और परिवार कल्याण मंत्रालय (स्वास्थ्य विभाग) की अधिसूचना सं. का.आ. 416 तारीख 14 जनवरी, 1985 में यथाविनियिष्ट वर्षों की औषधि की घटन सम्पूर्ण भारत के लिए सरकारी विशेषक नियुक्त करती है।

और उस प्रयोगन के लिए भारत सरकार के स्वास्थ्य और परिवार कल्याण मंत्रालय स्वास्थ्य विभाग) की अधिसूचना सं. का.आ. 416 तारीख 14 जनवरी, 1985 का और जो भारत के राजपत्र भाग, 2, छंड (ii) तारीख 2 फरवरी, 1985 में प्रकाशित की गई थी नियन्त्रण प्रकार से और संयोधन करती है, अर्थात् —

उक्त अधिसूचना में कम संख्या 4 के पश्चात नियन्त्रित अन्त स्थापित किया जाएगा, अर्थात् —
 "(6) डा. एम. सी. शर्मा उत्तर नियन्त्रण
 [सं.एम. 11014/84-डी.एम.एस.एंड.पी.एन.ए]
 विनीता राय, संयुक्त भवित्व
 केंद्रीय औषधि
 प्रयोगशाला, कालकल्पा

New Delhi, the 2nd November, 1989

S.O. 2873.—In exercise of the powers conferred by Sub-Section (2) of section 20 of the Drugs and Cosmetics Act, 1940 (23 of 1940), the Central Government hereby appoints Dr. S. C. Sharma, Deputy Director, Central Drugs Laboratory, Calcutta, to be Government Analyst for the whole of India in respect of the classes of drugs as specified in the notification of Government of India, Ministry of Health and Family Welfare (Department of Health) No. S.O. 416, dated the 14th January, 1985; and for that purpose further amends the notification of the Government of India, Ministry of Health and Family Welfare (Department of Health) No. S.O. 416, dated the 14th January, 1985 and published in the Gazette of India, Part II, Section 3(ii), dated the 2nd February, 1985, as follows namely:—

In the said notification after serial number 5, the following shall be inserted, namely:—

"(6) Dr. S. C. Sharma

[No. X. 11014/1/84-DMS&PFA]
 VINEETA RAI, Jt. Secy.
 Deputy Director,
 Central Drugs Laboratory,
 Calcutta.

शहरी विकास मंत्रालय

आवेदन

नई दिल्ली, 4 नवम्बर, 1989

का.आ. 2874.—इस सभ्य प्रबंधक भारत सरकार मुद्रणालय (प्रकाशन यूनिट और प्राप्त यन्ति), सन्तरामाली, हावड़ा, उस मुद्रणालय, उस उक्त यूनिटों में कठिनय समूह "ग" भर्ती और सभी समूह "घ" पर्दों की बाबत नियुक्ति प्राधिकारी है।

और उस मुद्रणालय के उक्त यूनिटों में समूह "ग" और समूह "घ" पर्दों पर कुछ कमचारियों की नियुक्ति उक्त मुद्रणालय के उम्मीदवाले महाप्रबंधक द्वारा की गई थी, जो ऊपर पैरा 1 में निर्दिष्ट वर्तमान नियुक्ति प्राधिकारियों से उल्लंघन रैक का था;

और पूर्वोक्त मुद्रणालय में महा प्रबंधक के पद का उत्तराधिकार दिया गया है;

अतः अब राष्ट्रपति केन्द्रीय गिरिज मेवा (वर्तीकरण, नियंत्रण और प्रीति) नियम, 1965 के तियम 12 के उत्तराधिकार (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, महा-प्रबंधक द्वारा सरकार मुद्रणालय, नाभिक को ऐसे अनुशासनिक प्राधिकारी के रूप में नियुक्त करते हैं जो पूर्वोक्त मुद्रणालय में मुख्य महाप्रबंधक द्वारा नियुक्त किए गए व्यक्तियों पर उक्त नियमों के तियम 11 में निर्दिष्ट ग्राहकों में से कोई शास्त्रीय अधिकारी करते के लिए राजम होगा।

[संक्षा सी. 32011/25/87 ए. एम. /मुद्रण]
 एम.एल. गोपीनाथ, ईक प्रधिकारी

MINISTRY OF URBAN DEVELOPMENT

ORDER

New Delhi, the 4th September, 1989

S.O. 2874.—Whereas the Managers, Government of India Press (Publication Unit and Forms Unit) Santragachhi, Howrah, are at present the appointing authorities in respect of certain Group 'C' and all Group 'D' posts in the said Units of that Press;

And whereas some employees were appointed to Group 'C' and Group 'D' posts in the said Units of that Press by the erstwhile General Manager of the said Press who was higher in rank than the present appointing authorities referred to in Para 1 above.

And whereas the post of General Manager in the aforesaid Press has been abolished;

Now, therefore, the President, in exercise of the powers conferred by clause (b) of sub-rule (2) of rule 12 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, hereby appoints the General Manager, Government of India Press, Nashik, as the disciplinary authority competent to impose any of the penalties specified in rule 11 of the said rules on the persons appointed by the erstwhile General Manager in the aforesaid Press.

[No. C-32011/25/87-AV/Ptg.]
 M. L. GOGIA, Desk Officer

सानाद हास्पथ विकास मंत्रालय

(संस्कृति विभाग)

नई दिल्ली, 12 अक्टूबर, 1989

का.आ. 2875.—चलचित्र (प्रमाणन) नियमावली 1983 के तियम 3 के माध्य पठित अन्वित अधिनियम, 1952 (1952 का 37) की धारा 3(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार नियन्त्रित व्यक्तियों को, तकलीफ से छान्ने आदेशों तक, हैदराबाद स्थित केन्द्रीय फिल्म प्रमाणन बोर्ड का सदस्य नियुक्त करती है:—

1. श्रीमती ज्ञानी रानी
2. श्रीमती विजयलक्ष्मी

[म. 814/4/88—एफ.सी.०]

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Culture)

New Delhi, the 12th October, 1989

S.O. 2875.—In exercise of the powers conferred by Section 3(1) of the Cinematograph Act, 1952 (37 of 1952), read with Rule 3 of the Cinematograph (Certification) Rules, 1983,

the Central Government hereby appoints the following persons as members of the Central Board of Film Certification, at Hyderabad, with immediate effect, until further orders:—

1. Smt. Jhansi Rani
2. Smt. Eti Vijay Lakshmi

[No. 814/4/88-FC]

नई दिल्ली, 16 अक्टूबर, 1989

का. भा. 2876:—वर्तमान (प्रभाग) नियम 9 के दाये पठिया जानावर अधिनियम, 1951. (1951. 40-37) की धारा 5 की उपधारा (ii) द्वारा प्रदत्त यथावत् कि वर्षोंग परते हुए, केन्द्रीय संस्कार एवं विवरण विभाग के अधीक्षण पुरातत्त्वविद डा. एम. एस. विश्वास को केन्द्रीय फिल्म प्रमाणन बोर्ड, कलकत्ता में स्थानीय अधिकारी के रूप में भी कार्य परत के लिए 16 अक्टूबर से 21 अक्टूबर, 1989 तक सूची नियुक्त करनी है।

[801/6/89—फिल्म प्रमाणन]

अंग. वैश्य, नियमक

New Delhi, the 16th October, 1989

S.O. 2876.—In exercise of the powers conferred by subsection (ii) of the Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with Rule 9 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Dr. S. S. Biswas, Superintending Archaeologist, Archaeological Survey of India, Calcutta, to also function as Regional Officer, Central Board of Film Certification, Calcutta, w.e.f. October 16, 1989 to October 21, 1989.

[No. 801/6/89-FC]
ANSHU VAISH, Director

संचार संत्रास्य

नई दिल्ली, 7 नवम्बर, 1989

अधिकूचना

का. भा. 2877:—जबकि नारायण नाना नियमकों 1951 के नियम 434 (III) (2g) के अनुसार लखनऊ टेलीफोन प्रक्षेपण प्रणाली के स्थानीय अंतर्गत में संशोधन करने के लिए लखनऊ में प्रबलिन सनाचार पत्रों में एक नार्यनिक नोटिस प्रकाशित करवाई गई थी, जिसे प्रभावित होने वाले व्यक्तियों से नोटिस प्रकाशित होने के 30 दिन के भीतर आपर्तिया नवाचार मांगे गए थे,

और जबकि उक्त नोटिस दिनांक 18-6-1989 को “अनुसन्धान” “दैनिक जागरण” “दि पाइडिनियर” और “वि टाइम्स ऑफ इंडिया” समाचार पत्रों में प्रकाशित कर जाया के थाने से लाया गया था।

और जबकि उपरोक्त नोटिस के गवर्नर में जनता से कोई युक्ति और आपर्तिया प्राप्त नहीं हुई।

अतः अब उक्त नियमों के नियम 434 (III) (2g) में प्रदत्त अंतर्गत व्यक्तियों का प्रयोग करते हुए महानिवेशक दूरध्वंचार घोषणा करते हैं कि तारीख 16-11-1989 से लखनऊ टेलीफोन प्रणाली का संशोधित स्थानीय अंतर्गत प्रकाश नहीं होगा:—

लखनऊ टेलीफोन प्रणाली : लखनऊ टेलीफोन प्रणाली के स्थानीय अंतर्गत के अंतर्गत उत्तर प्रदेश सरकार की दिनांक 3-2-1987 की अधिकूचना सं. 4516-ए/7-86-III के (37)-83 द्वारा अधिकूचन : लखनऊ महापालिका द्वारा तथा लखनऊ वैन्टोवेट बोर्ड के द्वारा शामिल होने, जिसमें कि लखनऊ महापालिका द्वारा और लखनऊ कैन्टोनमेंट बोर्ड की सीमा से बाहर

के टेलीफोन उपनिवेशों जिन्हें टेलीफोन प्रणाली से सेवा प्रदान की जाती है तब तक स्थानीय शुल्क देते रहें जब तक कि वे इस टेलीफोन प्रणाली के किसी भी एक्सेंज के 5 कि. मी. के दायरे में स्थित हों तथा इससे जुड़े हुए हैं।

[फाइल नं. 3-5/88—पा. एच.वी.]

प्रबोध कुमार, उप महाप्रबंधक (फॉर्म्स—ई)

MINISTRY OF COMMUNICATIONS

(Department of Telecommunications)

New Delhi, the 7th November, 1989

S.O. 2877.—Whereas a public notice for revising the local area of Lucknow Telephone Exchange System was published as required by rule 434 (III) (2C) of the Indian Telegraph Rules, 1951 in the Newspapers in circulation at Lucknow, inviting objections and suggestions from all persons likely to be affected thereby, within a period of 30 days from the date of publication of the notice in the Newspapers;

And whereas the said notice was made available to the public on 18-6-1989 in Amrit Prabhat, Dainik Jagaran, The Pioneer and The Times of India newspapers;

And whereas no objections and suggestions have been received from the public on the said notice;

Now, therefore, in exercise of the power conferred by rule 434(III)(2C) of the said Rules, the Director General, Telecommunications hereby declares that with effect from 16-11-1989 the revised local area of Lucknow Telephone System shall be as under:

Lucknow Telephone Exchange System : The local area of Lucknow Telephone System shall cover an area falling under the jurisdiction of Lucknow Mahapalika as revised by Government of Uttar Pradesh Gazette Notificaton No. 4516 A/XI-7-86-IK(37)-83 dt. 3-2-1987 and Lucknow Cantonment Board: Provided that the telephone subscribers located outside the Lucknow Mahapalika and Cantonment Board limits but who are served from Lucknow Telephone System shall continue to pay local tariffs as long as they are located within 5 kms of any exchange of this system and remain connected to it.

[No. 3-5/88-PHB]

PARDIP KUMAR, Dy. General Manager (PHE)

भ्रम संत्रास्य

नई दिल्ली, 17 अक्टूबर, 1989

का. भा. 2878.—ओर्डरिंग विधाव अधिनियम, 1947 (1947 का का. 14) की धारा 17 के अनुसार में केन्द्रीय सरकार व एस.सी. एन्डिविरेज के नि. एसिया I व II रामगुदम विधिवत के प्रबंधतत्व से संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विधाव में औद्योगिक अधिकारण, हैदराबाद पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार की 13-10-89 की प्राप्त कुआ था।

MINISTRY OF LABOUR

New Delhi, the 17th October, 1989

S.O. 2878.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.C. Co. Ltd. Area-I & II, Ramagundam Division and their workmen, which was received by the Central Government on 13th October, 1989.

**BEFORE THE INDUSTRIAL TRIBUNAL AT
HYDERABAD**

PRESENT:

Sri C. Rami Reddy, B.Sc., B.L., Industrial Tribunal.

Dated, the 30th September, 1989

Industrial Dispute No. 15 of 1989

BETWEEN

The Workmen of S. C. Co. Ltd., Area I and Area II, Ramagundam Division, P.O. Godavari Khani, District Karimnagar.

AND

The Management of S. C. Co. Ltd., Area I and Area II, Ramagundam Division, P.O. Godavari Khani, District Karimnagar.

APPEARANCES :

None—for the Workmen.

M/s. K. Srinivasa Murthy, G. Sudha and Mitra Das, Advocates—for the Management.

AWARD

The Government of India, Ministry of Labour by its Order No. L-21011/34/87-D.III.B|D.IV.B, dated 16th December, 1988 referred the following dispute under Section 10(1)(d) and 2(A) of the Industrial Disputes Act, 1947 between the employers in relation to the Management of Singareni Collieries Company Limited, Area I and Area II, Ramagundam Division and their workmen to this Tribunal for adjudication:

"Whether the action of the Management of M/s. Singareni Collieries Co. Ltd., Area-I and Area-II, Ramagundam Division, P.O. Godavari Khani, District Karimnagar (AP) in denying Category IV to 33 Fan Operators as per Annexure-A is justified? If not, to what relief the workmen concerned are entitled?"

This reference was registered as Industrial Dispute No. 15 of 1989.

2. The notice was issued to the Petitioner-Union requiring the General Secretary of the Union to appear and file the claim statement on 23rd February, 1989. The General Secretary received the said notice. He did not appear on 23rd February, 1989, nor he got the claim statement filed before this Tribunal. Even then an opportunity was given to the Petitioner-Union to file the claim statement by adjourning the matter to 1st April, 1989, 21st April, 1989, 10th May, 1989, 6th June, 1989, 23rd June, 1989, 15th July, 1989; 17th July, 1989 and finally to 1st August, 1989. Even then the Petitioner Union failed to appear. Hence the Petitioner-Union is set ex parte on 1st August, 1989.

3. However the Management made appearance and filed the counter contending that the workman in question are not entitled to Category IV. The Management also examined one N. Sreerama Murthy, working as Senior Personnel Officer as M.W. 1 and marked Ex. M1 in support of their case. It is clearly seen from the evidence of M.W. 1 that all the 33 workmen referred in the Industrial Dispute are Fan Operators, operating 2 lakh and 3 lakh c.f.t. capacity, that they come under Category III as per N.C.W.A. III (Ex. M1), that Fan Operators working on 600 H.P. and above alone come under Category IV as per N.C. W.A. 3, that there are no 600 H.P. Fans in their Mines for considering the workmen in question for promotion to Category IV Fan Operators and thus the workmen in question are not entitled to for promotion to Category IV automatically since there are no posts of Fan Operators in Category IV. In the light of the said evidence of M.W. 1 and Ex. M1 it has to be held that the 33 workmen referred in the industrial dispute who are working as Fan Operators in Category III are not entitled for promotion to Fan Operator Category IV.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 30th day of September, 1989.

C. RAMI REDDY, Industrial Tribunal
[No. L-21011/34/87-D.III.B|D.IV.B|IR(C.II)]

Appendix of Evidence

Witnesses Examined

for the Workmen

NIL

Witnesses Examined

for the Management

M.W. 1 N. Sreerama Murthy

Documents marked for the Workmen :

NIL

Documents marked for the Management :

Ex. M1—Photostat copy of Nomenclature, job description and categorisation of coal employees at pages 13 and 19.

C. RAMI REDDY, Industrial Tribunal.

का.आर. 2879.—ओपोनिंग क विवाद अधिनियम, 1947 (1947 का 14) की प्राग् 17 के अनुसार में केन्द्रीय सरकार, थे जैग पम. सा. का.लि. रामगुंदम डिक्षिण के प्रबंधनवाले से गंभीर नियांत्रणी और उनके बर्तन कारों के बीच अनुबंध में निर्दिष्ट ओपोनिंग क विवाद में कर्त्रीय गंभीर ओपोनिंग अधिकारण हैरावाद के प्रकाशित नहर्ता है जो केन्द्रीय सरकार का 13-10-89 की प्राप्त हुआ था।

S.O. 2879.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. S. C. Co. Ltd., Ramagundam Division and their workmen, which was received by the Central Government on 13th October, 1989.

**BEFORE THE INDUSTRIAL TRIBUNAL AT
HYDERABAD**

PRESENT:

Sri C. Rami Reddy, B.Sc., B.L., Industrial Tribunal.

Dated, the 30th day of September, 1989

INDUSTRIAL DISPUTE NO. 16 OF 1989.

BETWEEN

The workmen of S. C. Co. Ltd., Area-II, Ramagundam Division, P.O. Godavari Khani, District Karimnagar (A.P.).

AND

The management of S. C. Co. Ltd., Area-II, Ramagundam Division, P.O. Godavari, District Karimnagar (A. P.).

APPEARANCES :

None—for the Workmen.

M/s. K. Srinivasa Murthy, G. Sudha and Mitra Das, Advocates—for the Management.

AWARD

The Government of India, Ministry of Labour by its Order No. L-22012/109/88-D.IV(B) dated 30th December, 1988 referred the following dispute under Section 10(1)(d) & (2A) of the Industrial Disputes Act, 1947 between the employers in relation to the management of Singareni Col-

Lieries Company Limited, Area-II, Ramagundam Division and their workmen to this Tribunal for adjudication:

"Whether the action of the Management of M/s. Singareni Collieries Company Limited, Area-II, Ramagundam Division, P.O. Godavari Khani, District Karimnagar (AP) in denying promotion as Lump Breakers/Lorry Pin Door Mazdoors in Cat. II to the 9 General Mazdoors, in Cat. II to the 9 General Mazdoors, whose names are shown in the Schedule herein of 6 CSP/CMP, is justified? If not, to what relief are the workmen concerned are entitled?

1. Sri Rangula Peeraiah
2. Sri Saraiyah
3. Sri M. Mallaiah
4. Sri E. Lingaiah
5. Sri G. Luxumaiah
6. Sri A. Rajamouli
7. Sri G. Ramaiyah
8. Sri Meera Saheb,
9. Sri J. Chandralab."

This reference was registered as Industrial Dispute No. 16 of 1989.

2. Notice was given to the General Secretary of the Petitioner—Union requiring him to appear on 23rd February, 1989 to file claim statement. The General Secretary received the said notice but failed to appear before this Tribunal to file the claim statement. He had also chosen not to send the claim statement even by post. Any way the matter was adjourned to 1st April, 1989, 21st April, 1989, 8th May, 1989, 10th May, 1989, 6th June, 1989, 23rd June, 1989 and 15th July, 1989, 17th July, 1989 and finally to 1st August, 1989. Even then the Petitioner Union did not file any claim statement and there was also no representation on behalf of the Petitioner—Union. Hence, the Petitioner was set ex parte on 1st August, 1989.

3. The Management filed a counter and contended that the Nine General Mazdoors mentioned in the industrial dispute who working in Category I, are not justified in seeking promotion as Lump Breaker/Lorry Pin Door Mazdoors in Category II. The Management examined one Sri N. Sreerama Murthy working as Senior Personnel Manager as M.W. 1 and filed N.C.W.A. III as Ex. M1. It is seen from the evidence of M.W. 1 that the Nine workers mentioned in industrial dispute are working as General Mazdoor in Category I and that there is no skilled work performed by them. It is also found in the evidence of M.W. 1 that there are no posts under the description of Pin Door Mazdoor or Lump Breakers in Category II as seen from N.C.W.A. III (Ex. M1), that the workers in question are not eligible for promotion as such posts are non-existing.

4 In the light of the evidence of M.W. 1 and Ex. M1 it has to be held that the workers in question are not justified in seeking promotion as Lump Breakers/Lorry Pin Door Mazdoors to Category II, because of the non-existing of such cadre of posts as seen from N.C.W.A. III.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 30th day of September, 1989.

C. RAMI REDDY, Industrial Tribunal
[No. L-22012(109)/88-D.IV.B/IR(C. II)]
R. K. GUPTA, Desk Officer

Appendix of Evidence

Witnesses Examined

for Workmen :

NIL.

Witnesses Examined

for Management :

M.W. 1 N. Sreerama Murthy.

Documents marked for Workmen

NIL.

Documents marked for Management

Ex. M1—Photostat copy of the Nomenclature, job description and categorisation of coal employee.

Ex. M2—Photostat copy of the Nomenclature, job description and category of coal employee with regard to Category I.

C. RAMI REDDY, Industrial Tribunal

नई दिल्ली, 17 अक्टूबर, 1989

का. आ. 2880—आयोगिक विवाद अधिनियम, 1947 (191731-14) की धारा 17 के अनुसार में केंद्रीय सरकार पायर इंडिया एम्बर्स के प्रबंधनत्व से ग्राम्य नियंत्रकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय नरकार आयोगिक अधिनियम नं. 1 एम्बर्स के पंद्रह को प्रयोगिक बनायी गई, जो केंद्रीय सरकार को 16-10-89 को प्राप्त हुआ था।

New Delhi, the 17th October, 1989

S.O. 2880.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Air India, Bombay and their workmen, which was received by the Central Government on 16th October, 1989.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY

PRESENT :

Mr. Justice M. S. Jamdar, Presiding Officer.

Reference No. CGIT-39 of 1987

PARTIES :

Employers in relation to the management of Air-India, Bombay.

AND

Their workmen.

APPEARANCES :

For the Management—Mr. M. M. Verma, Advocate.

For the Workmen—Mr. A. D. Shetty, Advocate.

INDUSTRY : Airlines.

STATE : Maharashtra.

Bombay, the 24th day of February, 1989

AWARD

The Central Government in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947, has referred the following dispute for adjudication to this Tribunal:

"Whether the action of the management of Air-India Bombay in terminating Shri C. V. Nikam from

service with effect from 1st April, 1982 is legal and justified? If not, to what relief is the concerned workman entitled?"

2. The workman was charged with the misconduct of absence without permission for remaining absent without permission for 40 days during the period from 1st April, 1982 to 31st March, 1983. As he did not offer any explanation in response to the charge-sheet-cum-show cause notice dated 6th, December, 1983, the Manager Bombay Airport, decided to hold an enquiry into the charge levelled against the workman and appointed the Station Superintendent Shri K. S. Chandorkar, as the one man enquiry committee for that purpose. The committee held the enquiry on 14th February, 1984, and submitted its report on 15th February, 1984, holding that the charge levelled against the workman Shri Nikam was proved. On the basis of the said report, and in view of the unsatisfactory service record of the workman, the disciplinary authority viz. the Manager, Bombay Airport, dismissed the workman from service of the Corporation from the date of communication of the order to him.

3. In his statement of claim, the workman contended that he was falsely charge sheeted in May 1980, and though he was not found guilty in the enquiry, he was awarded punishment of reduction of pay by two stages for a period of one year with effect of postponing his future increments. According to him, because of his ill health he was often required to take sick leave and whenever he availed of sick leave he submitted medical certificate to the concerned authorities after getting the certificate duly certified by the medical officer of the Corporation in the prescribed form. Inspite of this, out of personal vengeance and with a view to victimise him he was served with charge-sheet dated 5th September, 1983. He contended that the charge was vague, and the allegation that he remained absent for 40 days during the period from April, 1982 to March 1983, was not borne out by the record. He further contended that he was not allowed to be represented by a lawyer or a legal practitioner of his choice; he was not given the names of the witnesses and list of documents on which the Corporation wanted to rely; that no supervisor of the department in which he was working was examined to prove his absence and reliance was placed merely on his leave card which was incomplete in several respects and suffered from errors apparent on the face of the record. The workman further contended that the enquiry committee was prejudiced against him and that principles of natural justice were observed more in breach than in compliance. He also contended that the findings of the enquiry committee are perverse and not based on legal evidence and hence the action of the Corporation in dismissing him from service is ab-initio void, illegal and bad in law and also amounts to victimisation and unfair labour practice. According to him, the competent authority, who passed the dismissal order was not competent to do so under Air-India Employees' Service Regulations. According to him, the punishment inflicted on him is grossly dis-proportionate to the gravity of the misconduct. It is also his grievance that persons whose absence record is worse than his record still continue in the service of the Corporation. According to him, therefore, he has been discriminated against in the matter of punishment. The workman went on to contend that he was falsely charge-sheeted on 10th February, 1983, making several serious allegations of drunkenness, disorderly behaviour in the premises of the establishment, insubordination of superiors by way of threatening of violence and assault to life and using abusing and insulting language to his superiors, on the basis of a vindictive false report of one Shri B. D'Souza but in the enquiry held into the said charges, it was conclusively proved that the allegation were false and made with personal vengeance. But instead of exonerating him from the charges he was served with the charge-sheet dated 5th September, 1983, with view to some how remove him from service of the Corporation. This according to the workman, shows that the action of the Corporation was not bona-fide but was mala fide one taken with a view to harass him.

4. In its written statement the first party namely the Air-India contended that the past service record of the workman was bad and unsatisfactory and enumerated in order to substantiate this contention, the previous punishment inflicted on the workman for similar misconduct viz. absence without permission. The Corporation denied that the absence without permission for which the workman was charge-sheeted was regularised by the medical officer of the Corporation. According to the Corporation, whenever, the workman was

absent on account of sickness the leave was duly regularised by the Corporation Medical Officer. The Corporation also denied that the workman was falsely charge-sheeted in May 1980. The Corporation also denied the allegation that the workman was charge-sheeted because of the personal vengeance or grudge. The Corporation maintained that the workman remained absent without permission for 40 days during the period from April, 1982 to March, 1983 and did not produce any documentary or oral evidence before the enquiry committee to substantiate his claim that his leave was regularised by the medical officer of the Corporation. The Corporation further maintained that the workman was allowed to be represented in the enquiry in accordance with the Regulations applicable to him and that the workman had appointed Mr. Gopalakrishnan from his own department as his defence counsel. The Corporation further stated that no prejudice was caused to the workman by not providing him with a copy of the charge-sheet and maintained that the workman was given full opportunity to meet the evidence led by the management. According to the Corporation, the workman was not denied any opportunity required to be provided. As the cross examination of the management witness was completed by the defence counsel on the same day, the defence counsel did not desire to produce any documents or to examine any defence witness to substantiate his case there was nothing wrong in concluding the enquiry on the same day. The Corporation denied the allegation of undue haste and contended that all relevant record necessary for establishing the charge was placed before the enquiry committee by the person who was maintaining the leave record of the workman. The Corporation denied that the leave record maintained by the Time Office was incomplete and suffered from errors apparent on the face of the record. The Corporation maintained that the authority who passed the dismissal order was competent to do so as per the Air-India Employees' Service Regulations. The Corporation also denied the allegation of discrimination.

5. There is no substance in the contentions taken by the workman in respect of the validity of the enquiry. The charge was specific and as can be seen from the record of the enquiry proceedings, the workman was given enough opportunity to meet the same. Neither the nature of misconduct justified, legal assistance to the workman nor was the workman pitted against legally trained person. Opportunity was given to the workman to cross examine the witness examined by the management to establish the charge. The said witness was duly cross examined by the defence counsel who was permitted to represent the workman during the enquiry. All the relevant record was placed before the enquiry committee. The witness examined by the management namely Shri N. P. Tambe, who was working in the Time Office of the Corporation and who was maintaining the leave record of the workman was the most appropriate witness to be examined in support of the charge. He also produced and proved the relevant record including the Time Card of the workman. A copy of the Leave Card for the relevant period and a copy of attendance record prepared by the Time Office were furnished to the workman at the request of the defence counsel. The workman was also asked by the committee whether he wanted to produce any material in support of his contention but the workman replied in negative. He was also given time to file his final statement and to produce alongwith it documents if any, in support of his case that the absence complained of was duly regularised by the Medical Officer of the Corporation. It is therefore futile on the part of the workman to urge that principles of natural justice were not observed by the enquiry committee and sufficient opportunity was not given to him to meet the charge levelled against him. As the entire evidence was led in one sitting and as the workman did not ask for any adjournment either for cross-examination of the management witness or for leading defence evidence the enquiry committee cannot be charged with completing the enquiry with undue haste. The workman was also given sufficient time to file his final statement.

6. The record of the Time Office which was placed before the enquiry committee clearly established that the workman remained absent for 40 days during the period from 1st April, 1982 to 31st March, 1983. The days of absence mentioned in the charge-sheet did not include the days of sick leave which was duly regularised. The record in respect of the sick leave which was regularised and the dates of such leave was placed before the enquiry committee. The workman did not substantiate his contention that the time card

and the record of his absence prepared by the time office were incomplete and wrong. He also did not lead any evidence documentary or otherwise to show that on the days in question he was on sick leave which was duly regularised by the Medical Officer of the Corporation. It will also be seen from the leave record, that whenever the workman properly obtained sick leave it was duly recorded on the card. The finding of the enquiry officer therefore that the workman remained absent without permission on the dates mentioned in the charge-sheet cannot be said to be perverse, it is fully supported by the evidence placed by the management on record of the enquiry.

7. There is however, some substance in the contentions of the workman that the punishment inflicted on him is disproportionately harsh. It cannot be forgotten that the workman was charge-sheeted after completion of an earlier enquiry into far more serious charges levelled against him by the charge-sheet dated 10th February, 1983. As mentioned above, he was charge-sheeted for drunkenness, disorderly behaviour in the premises of the establishment, insubordination of superiors by way of threatening of violence and assault to life and using abusive and insulting language to his superiors. The workman specifically averred in paragraph 5 of his statement of claim that the said charges were made on the basis of vindictive report of Shri D'souza and in the enquiry which was held into the charges it was conclusively proved that the allegations were false and were made on account of personal vengeance. The Corporation has not denied these averments which find place in paragraph 5 of statement of claim of the workman. The reply given by the Corporation is as evasive as it can be and the Corporation has brushed aside these averments as having no relevance to the present charge-sheet. It is therefore clear that the present charge-sheet was levelled against the workman after more serious charges levelled against him, failed. The punishment of dismissal therefore has an element of victimisation. But that does not mean that the workman will be entitled to reinstated in service. The charge levelled against the workman in the present enquiry was duly established. It is also a matter of record that the workman was punished for similar misconduct namely absence without permission on four occasions. He was warned for remaining absent without permission for 22 days during April 1983 to January 1984, his increment was withheld for a period of one year for remaining absent without leave for 18 days during the period from May 1974 to December 1974, his increment was withheld for a period of one year for absence without permission for 13 days from May 1974 to January 1976, and he was awarded with the punishment of reduction of basic pay by two stages for a period of one year for remaining absent for 74 days during the period from April 1979 to March 1980. In view of this chequered history of his service the workman does not deserve to be retained in service of the corporation though of course the extreme punishment of dismissal was not called for.

8. In the result therefore, it is declared that the charge levelled against the workman was duly established. The punishment inflicted on him, however, is modified and the dismissal is converted into removal from service. Award accordingly.

M. S. JAMDAR, Presiding Officer
[No. L-11012/13/86-D.II(B)/D.III(B)]

नई दिल्ली, 13 अक्टूबर, 1989

का. आ. 2931—औद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार द्वारा हड्डिया नई दिल्ली के प्रबंधनकार के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रधिकरण नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 10-10-89 को प्राप्त हुआ था।

New Delhi, the 23rd October, 1989

S.O. 2881.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in

the industrial dispute between the employers in relation to the management of Air India, New Delhi and their workmen, which was received by the Central Government on 20-10-89.

ANNEXURE

BEFORE SHRI G. S. KALRA : PRESIDING OFFICER :
CENTRAL GOVT. INDUSTRIAL TRIBUNAL :
NEW DELHI

I.D. No. 127/88

In the matter of dispute between :

Shri S. C. Bhalla through,
The Chairman, Air India Employees Guild,
Northern India, Regional Office, B-98,
Neeti Bagh, New Delhi.

Versus

The Manager (Personnel),
Air India, Himalaya House,
23, Kasturba Gandhi Marg, New Delhi-110001.

APPEARANCES :

Shri K. B. Swamy with Sh. Bhumi Singh—for the Management.

None—for the Workman.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-11012/14/86-D.II(B) dated 4-11-88 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Air India in not promoting as Sr. Loader to Shri S. C. Bhalla is justified ? If not to what relief the workman is entitled to "

2. The workman did not file statement of claim and other documents within the stipulated period as mentioned in the order of reference. On the registered notice being issued by this Tribunal the workman did put in appearance but he did not file the statement of claim inspite of number of opportunities given. On 7-2-89 the workman appeared and took adjournment for filing of statement of claim but on the next date 3-4-89 he failed to appear. He even did not appear on the adjourned dates of hearing 22-5-89 and 18-7-89, on 18-7-89 a fresh registered notice was ordered to be issued and then the workman put in appearance as on 4-9-89. However, he again failed to appear on the adjourned date 9-10-89. It appears that the workman is not interested in pursuing this dispute and hence no dispute award is given and this reference is disposed of accordingly.

16th October, 1989.

G. S. KALRA, Presiding Officer
[No. L-11012/14/86-D.II(B)/D.III(B)]

V. K. SHARMA, Desk Officer

नई दिल्ली, 19 अक्टूबर, 1989

का. आ. 2882—औद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स भारत कीरिंग कील लि. की तासग कोलियरी के प्रबंधनकार से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रधिकरण (सं. 1) धमाका के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 12-10-89 को प्राप्त हुआ था।

New Delhi, the 19th October, 1989

S.O. 2882.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1 Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Tasra Colliery of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 12-10-1989.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference : No. 36 of 1981

PARTIES :

Employers in relation to the management of M/s. Bharat Coking Coal Ltd. P.O. Bhowra, Dist. Dhanbad.

AND

Their Workmen

PRESENT :

Shri S. K. Mitra, Presiding Officer.

APPEARANCES :

For the Employers—Shri R. S. Murty, Advocate.

For the Workmen—Shri S. Bose, Secretary, Rashtriya Colliery Mazdoor Sangh.

STATE : Bihar.

INDUSTRY : Coal.

Dated, the 29th September, 1989

AWARD

By Order No. L-20012(127)/81-I-III.A, dated the 27th June, 1981, the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) of subsection (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

"Whether the demand of the workmen of Tasra Colliery of Messrs Bharat Coking Coal Limited P.O. Bhowra, Dist. Dhanbad that Shri Harnaik Singh should be given promotion as Foreman in Technical Grade-B from the date on which his other colleagues were upgraded is justified? If so, to what relief is the concerned workman entitled?"

2. The case of the concerned workman as appearing from the written statement submitted by the sponsoring union, Rashtriya Colliery Mazdoor Sangh, details apart, is as follows :

The concerned workman was employed at Bhowra Colliery in the capacity of Foreman (Excavation Section) with effect from 1-1-1962. Bhowra Colliery was taken over by the Central Government with effect from 17-10-71 and nationalised with effect from 1-5-72 and its ownership, management and control as vested in M/s. B.C.C.Ltd., a Central Government company. Subsequent to nationalisation M/s. B.C.C.Ltd. effected reorganisation of the collieries under it including Bhowra Group of collieries and in the process Bhowra (North) colliery was put under Sub-Area No. XVII of M/s. B.C.C.Ltd. In the month of May, 1973, the Sub-Area Manager of Bhowra-Sudamdh Sub-Area No. XVII by his letter dated 2-5-73 invited the concerned workman and three others, namely, Gurdeo Singh, Bharov Singh and Prem Kumar to appear for interview before him on 9-5-73. The concerned workman appeared in the interview and thereafter the concerned workman Harnaik Singh was transferred to Tusasa Colliery and was put on the job of Shovel Operator whereas the other persons interviewed with him was designated as Asstt. Foreman and placed in Technical Grade 'C' in other Project. Subsequently Prem

Kumar who was put in the job of Shovel Operator like that of the concerned workman of Tasra Colliery has been placed in Technical Grade 'B' wages scale which is the scale of Foreman. The concerned had been designated and worked in the capacity of Foreman (Excavation) whereas the others did not possess that seniority. Being aggrieved by the unjustified and discriminatory attitude of the management the concerned workman through his Trade Union raised the matter before the management at various level, but to no effect. When the local Leaders of the union failed to secure justice from the management the issue was raised again before General Manager, Bhowra Area XI of M/s. B.C.C.Ltd. by Central Committee of the union by letter dated 21-4-80 but no reply was received by the union from the General Manager. Thereafter the union by letter dated 18-7-80 raised the present dispute before the Asstt. Labour Commissioner (Central), Dhanbad who took up the matter with the parties. The management did not submit all records before the Asstt. Labour Commissioner (Central), Dhanbad nor was the management represented by any Officer having authority to settle the issue on behalf of M/s. B.C.C.Ltd. The matter was taken up in conciliation but ended in failure due to adamant attitude of the management. The Asstt. Labour Commissioner (C), Dhanbad submitted his report of failure of conciliation to the Central Government and the appropriate Government has made the present reference for adjudication by this Tribunal. Since the concerned workman was working as Foreman in Excavation Section of Bhowra Colliery he was to be regularised in service of M/s. B.C.C.Ltd. who took over the ownership, management and control with effect from 1-5-72 It is alleged that M/s. B.C.C.Ltd. upgraded persons who were less qualified than the concerned workman to Technical Grade 'B' and deliberately denied the same to the concerned workman because the persons in authority wanted to favour workers of their choice which is against all accepted principles of fair administration. In the circumstances the sponsoring union has demanded that the concerned workman be given promotion/upgradation in Technical Grade 'B' as Foreman with effect from the date of upgradation of his colleagues and other reliefs.

3. The case of the management of Tasra Colliery of M/s. B.C.C. Ltd. as appearing from the written statement submitted, briefly stated, is as follows :

The present reference is bad in law as the dispute raised by the sponsoring union before the Asstt. Labour Commissioner (Central), Dhanbad was entirely different from what has been referred to this Tribunal for adjudication. The reference is also vague as it does not disclose the names of the colleagues of the concerned workman. The reference is also untenable since the other colleagues of the concerned workman as transpired in the conciliation proceeding were not promoted to the post of Foreman. Anyway, the concerned workman was previously employed in Bhowra Colliery with effect from 1-7-1964. At the time of nationalisation of the colliery with effect from 1-5-72 under the Coking Coal Mines (Nationalisation) Act, 1972, he was working as Heavy Vehicle Driver in Category V (daily rated). He was promoted to Excavation Grade 'D' (daily rated as Dumper Operator Gr. II with effect from 1-6-79 and he was again promoted to Excavation Grade C (daily rated) with effect from 20-2-80 and thereafter he was transferred to Tasra Colliery where he has been working still now. As a matter of fact, his promotion was to the post of Dumper/Terex (Pav loader) Operator. He was later promoted as Dumper Operator Gr. I with effect from 1-5-81 in Excavation Grade 'B' (daily rated). Prem Kumar was also in Bhowra Colliery as Heavy Vehicle Driver at the time of nationalisation of the colliery with effect from 1-5-72. He was placed in Excavation Grade 'D' as Dumper Operator (daily rated) with effect from 3-10-78. Thereafter he was promoted to the post of Dumper Operator Grade 'C' with effect from 20-2-80 and later to the post of Shovel (Excavator) Operator in Grade 'B' with effect from 1-5-81. All these grades D, C and B are Excavation Grades in daily rates of pay. He was never promoted to the post of Foreman in monthly rated scale of pay i.e. Technical & Supervisory Grade. B. He was transferred to Raianur Opencast Project in Kusum Area VIII of M/s. B.C.C.Ltd. where he was

placed in Excavation Gt. C. Bhairav Singh and Gurdev Singh were also Heavy Vehicle Drivers in Bhowra Colliery when the colliery was nationalised with effect from 1-5-72. Bhairav Singh was promoted to the post of Asstt. Foreman with effect from 24-2-81 and Gurdev Singh with effect from 10-3-80. Categorisation of Dumper Operators and other Operators of Heavy Earth Moving Machinery (i.e. workers in Excavation Section) has to be regulated according to the job description laid down in the Coal Wage Board Recommendation which remained in force till 31-3-80. The said job descriptions have since undergone modification with effect from 1-4-80 as per decision of J.B.C.C.I. for coal industry in the context of implementation of the provisions of N.C.W.A.II as modified by the Member Secretary, J.B.C.C.I. vide his Implementation Instruction No. 36 dated 2-2-81. It will be seen that as per these job descriptions the placement of operators of Heavy Earth Moving Machinery like dumpers, shovels/excavators, etc depends on the capacity of the equipment, experience of the operators etc. It has been submitted that there is absolutely no basis for the demand of the sponsoring union for placement of the concerned workman in Technical and Supervisory Grade 'B' as Foreman. In fact, there is no rule or regulation in which he can claim such benefit. He is neither qualified by training nor experience nor skill nor proficiency to be appointed to the post of Foreman. The other colleagues of the concerned workman have not been placed in the post of Foreman in Technical and Supervisory Grade 'B' nor have they been promoted to such post. In the circumstances the management has submitted that the demand of the sponsoring union is unjustified and must be rejected.

4. In rejoinder to the written statement of the sponsoring union, the management has denied that the concerned workman was employed in Bhowra Colliery in the capacity of Foreman (Excavation Section) with effect from 1962. The concerned workman was transferred to Tarsa Colliery with effect from 20-2-1980. He was transferred in the capacity of Dumper/Terex (Payloader) Operator. The other persons called for interview in May, 1973 were S/Shri Prem Kumar, Bhairav Singh and Gurdev Singh. Prem Kumar was never promoted to the post of Asstt. Foreman, and Bhairav Singh and Gurdev Singh were promoted to the post of Asstt. Foreman with effect from 24-2-81 and 10-3-80 respectively. The post of Asstt. Foreman is in Technical and Supervisory Grade 'C' (monthly rated pay scale). In May, 1973 interview was taken but no selection was made. Prem Kumar was first promoted to Excavation Grade C (daily rated) and then to Excavation Grade B (daily rated) as Shovel (Excavator) Operator and not in the wage scale of the post of Foreman. Excavation Grade B (daily rated) is entirely different from that of Technical & Supervisory Grade B which applies to the post of Foreman under the wage structure of coal industry as per Coal Wage Board Recommendation and National Coal Wage Agreements I and II. Conciliation proceeding was initiated but that ended in a failure. It has been denied that the conciliation proceeding ended in a failure due to the adamant attitude of the management.

5. The sponsoring union has examined the concerned workman as W.W.1 and laid in evidence a number of documents which have been marked Exts. W-1 to W-4. On the other hand, the management has examined only one witness, namely MW-1 R. S. Tomer and laid in evidence a sheaf of documents which have been marked Exts. M-1 to M-7.

6. Admittedly, Bhowra Colliery is a coking coal mine and the Central Government took over the management of this colliery with effect from 17-10-71. The colliery was nationalised under the provision of Coking Coal Mines (Nationalisation) Act, with effect from 1-5-1972.

7. The sponsoring union has claimed that the concerned workman Harnaik Singh was employed at Bhowra Colliery in the capacity of Foreman (Excavation Section) with effect from 4-1-1962. But the concerned workman at the time of hearing has stated that he entered the service of Bhowra Colliery in 1964. However, the certificate given by the erstwhile owner of Bhowra Colliery is indicative of the fact that he was employed in Excavation Department at Bhowra Colliery from 1-1-62 till 30-4-64 the date of issuance of certificate (Ext. 3062 GI/89-3

W-3). Anyway, the document filed by the sponsoring union indicates that the concerned workman passed the matriculation examination in Second Division in March, 1959 and his date of birth was 1-2-1941 (Ext. W-1).

8. The management has contended that the present dispute is not maintainable because the dispute raised by the sponsoring union before the A.L.C.C. was entirely different from what has been referred to this Tribunal for adjudication. Upon perusal of the conciliation file I am constrained to hold that the dispute raised before the Conciliation Officer and the dispute which has been referred to this Tribunal for adjudication are not different, but identical. Hence the contention of the management that the present reference is bad and untenable in law is over-ruled.

The management has further contended that the present dispute is untenable as it does not disclose the names of the colleagues of the concerned workman. This plea of the management does not hold water inasmuch as it is within the knowledge of the management as to who are the colleagues of the concerned workman in the context of conciliation proceeding. The colleagues of the concerned workman are S/Sri Prem Kumar, Bhairav Singh and Gurdev Singh and this is abundantly clear from the conciliation proceeding. This being so, the contention of the management that the present reference is untenable on the ground of non-disclosure of names of the colleagues of the concerned workman is overruled.

9. The specific case of the concerned workman is that an interview was held in the month of May, 1973 by Sub-Area Manager of Bhowra-Sudamdh Sub-Area XVII and that the concerned workman and his colleague Gurdev Singh, Bhairav Singh and Prem Kumar appeared on the interview on 9-5-73. The sponsoring union has placed a copy of the letter dated 2-5-73 issued by Dy. C.M.E./S.A.M. (Ext. W-2). It appears from the letter that the concerned workman along with Gurdev Singh, Bhairav Singh and Prem Kumar were asked to appear for interview on 9-5-73 for selection in the post of Foreman of 4B Quarry. Thus, it is evident that on 9-5-73 the management held an interview for selection to the post of Foreman of the Quarry of the colliery. The case of the sponsoring union is that the concerned workman along with others appeared in the interview. The management has not disputed this fact but has asserted that no selection was made on the basis of interview. The concerned workman has not disputed in his testimony that no selection was made.

In his testimony the concerned workman has stated that Prem Kumar, Bhairav Singh and Gurdev Singh are junior to him in service and that in 1980 all of them were promoted to Excavation Grade 'B'. In cross-examination he was denied that Prem Kumar was promoted as Dumper Operator in Grade 'D' with effect from 30-10-78 but has admitted that he has been promoted to the post of Shovel Operator Grade-I with effect from 20-2-81 and that he was transferred to Rajanur Oncast Project in Area No. VIII years ago. He has admitted that Bairav Singh and Gurdev Singh were Heavy Vehicle Drivers at the time of nationalisation and that Heavy Vehicle Drivers are sometime promoted as Driver Mechanical in Category VI and Drivers Mechanical are promoted to the post of Asstt. Foreman on selection. He has contended that Bairav Singh and Gurdev Singh were promoted to the post of Asstt. Foreman in 1980 and 1981 respectively. The service record of Bairav Singh, Prem Kumar and Gurdev Singh and the concerned workman are as follows: (Ext. M-6 series):

(i) Bairav Singh : appointed as Heavy Vehicle Driver in Category VI on 5-10-64 in Bhowra (North) Colliery; placed in Category V as per Wage Board Recommendations as Heavy Driver with effect from 15-8-1967; promoted to the post of Dumper Operator Category I (Excavation Grade 'C') with effect from 16-9-76; promoted to the post of Asstt. Foreman in Technical and Supervisory Grade 'C' with effect from 24-2-80.

(ii) Prem Kumar : appointed as Heavy Vehicle Driver in Category V as per Wage Board with effect from 1-5-72 in Bhowra (North) Colliery; promoted to the post of Dumper Operator in Excavation Grade II with effect from 3-10-78 at Bhowra Colliery; transferred to Rajapur Opencast Project on 20-5-77; promoted to the post of Dumper Operator Grade I in Excavation Grade 'C' with effect from 20-2-70; promoted to the post of Shovel Operator (Excavation) in Excavation Grade 'B' with effect from 1-5-1981.

(iii) Gurdev Singh : appointed as Heavy Vehicle Driver Category VII at Bhowra North Colliery; placed in Category V as per Wage Board recommendation with effect from 15-8-67 service taken over by M/s. B.C.C.Ltd. with effect from 1-5-72; promoted to the post of Dumper Operator Grade II with effect from 16-9-76 at Bhowra North Colliery (Excavation Grade 'C'); promoted to the post of Asstt. Foreman in Technical and Supervisory Grade 'C' with effect from 10-3-80 at Bhowra North colliery.

(iv) Concerned workman : appointed as Heavy Vehicle Driver in Category VII with effect from 1-7-1964; placed in Category V as per Wage Board Recommendations with effect from 15-8-67; service was taken over by M/s. B.C.C.Ltd. with effect from 1-5-72; promoted to Excavation Grade 'D' (daily rated) as Dumper Operator Grade II with effect from 1-6-79; promoted to Excavation Grade 'C' as Dumper Pay Loader Operator with effect from 20-2-80; promoted to the post of Dumper Operator Grade I in Excavation Grade 'B' with effect from 1-5-81.

Thus, it is seen that none of the colleagues of the concerned workman has been promoted to the post of Foreman. Bhaitov Singh and Gurdev Singh have since been promoted to the post of Asstt. Foreman in Technical and Supervisory Grade 'C' with effect from 24-2-80 and 10-3-80 respectively, but not on the basis of interview held in 1973. Prem Kumar is holding the comparable post as Shovel Operator in Excavation Grade 'B' with effect from 1-5-1981 and the concerned workman has been holding the post as Dumper Operator Grade I in Excavation Grade 'B' with effect from 1-5-1981. Thus, it is also seen that Prem Kumar has not been promoted to the post of Foreman and he is presently holding the post of Shovel Operator in Excavation Grade 'B' which is the comparable post now being held by the concerned workman.

10. Admittedly, Asstt. Foreman in Technical and Supervisory Grade 'C' is a monthly rated job while Excavation Grade 'B' is a daily rated job and the monthly emoluments of workers in Excavation Grade 'B' is more than that of workmen in Technical and Supervisory Grade 'C'. So on this score the concerned workman has nothing to complain about.

11. The present reference is whether the demand of the workmen of Tasra Colliery of M/s. B.C.C.Ltd. that the concerned workman should be given promotion as Foreman in Technical Grade 'B' from the date on which his other colleagues were upgraded, is justified or not. This being so, the issue which falls for consideration by this Tribunal is whether the concerned workman should be promoted as Foreman in Technical Grade 'B' from the date on which his other colleagues were upgraded as Foreman. But from the evidence it transpires that none of his colleagues has been promoted to the post of Foreman. Hence, the demand of the sponsoring union for promotion of the concerned workman to the post of Foreman is not justified.

Anyway, the concerned workman is an experienced hand; he is a matriculate. He has been discharging his duties to the satisfaction of the management and so it is desirable that management should explore ways and means to give to him promotion to next higher grade if he is found fit.

12. Accordingly, the following award is rendered the demand of the workmen of Tasra Colliery of M/s. B.C.C.Ltd. P.O. Bhowra, Dist. Dhanbad that the concerned workman,

Harnaik Singh, should be given promotion as Foreman in Technical Grade 'B' from the date on which his other colleagues were promoted is not justified.

In the circumstances of the case I award no cost.

S. K. MITRA, Presiding Officer
[No. L-20012(127)/87-D:III(A)/IR(Coal-I)]

K. J. DYVA PRASAD, Desk Officer

नई दिल्ली, 20 अक्टूबर, 1989

का. आ. 2883.—ओपोयिक विवाद प्रधिनियम, 1947 (1947 का 14) की शारा 16 से प्रत्यक्षरण में केंद्रीय सरकार, देश, बैंक के प्राधिकार के संबद्ध नियोजकों और उनके काम्पारों के बीच, प्रत्यक्ष में विविध ओपोयिक विवाद में ओपोयिक प्रधिकरण प्रहसनवाद के पंचपट की प्रकाशित करती है, जो केंद्रीय सरकार को 12-10-89 की तारीख द्वारा द्या था।

New Delhi, the 20th October, 1989

S.O. 2883.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (44 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ahmedabad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the Dena Bank and their workmen, which was received by the Central Government on 12-10-1989.

BEFORE SHRI G. S. BAROT, PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL (CENTRAL) AT AHMEDA-

BAD

Reference (ITC) No. 15 of 1983

ADJUDICATION

BETWEEN

Dena Bank, Surat.

AND

The workmen employed under it.

In the matter of regularisation of services of seven Badee Chowkidars.

APPEARANCES :

Shri D. G. Korde, Advocate—for the Bank.

Shri P. S. Char, Advocate—for the Dena Bank Staff Union.

AWARD

This industrial dispute between Dena Bank, Surat and the workmen employed under it has been referred to me for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India, Ministry of Labour and Rehabilitation Department's Order No. I-12011/35/83-DIT (A) dated 20-12-1983.

2. The dispute relates to a single demand of the workmen which is as under :—

"Whether the action of the management of Dena Bank Regional Manager Office, Surat in relation to their Surat Region in not regularising the services of seven Badee Chowkidars named in the Annexure and working in different branches of the Bank since the year 1979 onwards is justified? If not, to what relief are the workmen concerned entitled and from which date?"

ANNEXURE

S. No.	Name	Branch where working
1.	Shri Anand Budhabhai Isha	Nana Varachha Road, Surat.
2.	Shri Amin Chimanbhai Patel	Silvassa and Amli.
3.	Shri Shashikant Bhikhubhai Talavia.	Sahara Gate, Surat.
4.	Shri Ishvarbhai M. Rathod	Jalalpore.
5.	Shri Mohanbhai Thakordas Rathod	Chowk Bazar, Surat.
6.	Shri Pravin C. Barodaia	Bulsar.
7.	Shri Amratlal C. Barodia	Bulsar.

3. On behalf of the workmen a statement of claim has been filed at Ex. 2. It is the case of the workmen that some seven workmen whose names have been shown at Annexure to the Order of reference were working in different branches of the Bank since the year 1979 that the workmen concerned were working as Chowkidars. Though they were working since 1979 were not regularised; that there is no cogent reason to do so inasmuch as the Bank itself has regularised nearly 50 employees after rejecting the demand of the workmen concerned; that there is no rational basis for rejecting the demand when there is permanent and regular work available for Chowkidars; that the Bank has recruited about 40 regular Chowkidars at Ahmedabad and about 8 employees have been regularised afresh; that the Bank has adopted differential and discriminatory treatment to the workmen concerned; that the Bank has no definite norms or uniform policy or principles for recruitment and regularisation of Chowkidars which has resulted into gross injustice to the workmen concerned; that the Bank is a commercial bank and would be a State as defined under Article 12 under the Constitution of India. It is, therefore, expected of the Bank to behave like a model employer and should adopt a fair and just policy of recruitment and regularisation; that under the pretext of employment exchange formalities etc. the workmen concerned have been done injustice; that one Mohanbhai Rathod has been appointed on part-time basis and the person junior having no experience has been regularised. A demand has, therefore, been made to regularise the services of the workmen concerned with retrospective effect viz. the date of demand.

4. On behalf of the Bank a reply has been filed at Ex. 7 wherein it has been contended inter alia that the present reference is not tenable at law. However, it has been admitted that these seven workmen referred to as the workmen concerned were working as Badlee/Temporary Chowkidars but it has been contended that their claim for regularising of the post in the regular cadre of the Bank is not tenable at law; that merely because the workmen concerned had worked for some time in the Surat region of the Bank does not give them a right or a claim to the regular post or employment in the regular cadre of subordinate of the Bank; that the concerned employees were employed temporarily on temporary basis and as per the exigencies or requirements of the Bank and that they have never been absorbed in the regular cadre of the Bank; that thus there is no question of regularisation of the services or employment of the said workmen. It was submitted that regularisation of 50 employees after the demand of the workmen concerned is not relevant in the circumstances of this case. It was then submitted that in terms of the Government guidelines received by the Bank from time to time Bank has to recruit the subordinate staff through the local employment exchange; that the candidates called from the employment exchange should fall within the recruitment norms of the Bank; that the required reservation of the vacancies is also to be maintained; that the candidates called are to be interviewed on the basis of suitability for the employment. Then a panel of the selected candidates is prepared which has to be approved by the Central Office; that various circulars have been issued in this behalf; that whenever need arises for Badlee Sepoys such Sepoys have to be engaged from the approved panels which has been prepared on the basis of the guidelines and this is being done since the year 1978. It was also submitted that the service conditions of the employees in the banking industry are governed by

settlements and Awards entered into between the Management of the Bank and their workmen represented by Majority Union operating in the Banking Industry; that the Bank had engaged temporary employees by way of Badlee Sepoys in place of those subordinates who had proceeded on leave. Such an arrangement was made strictly in accordance with the provisions of the Bipartite Settlement. Temporary employee has been defined under the Bipartite Settlement as a workman who has been appointed for a limited period for work which is of an essentially temporary nature or who is employed temporarily as an additional workman in connection with a temporary increase in work of a permanent nature and includes a workman other than a permanent workman who is appointed in a temporary vacancy caused by the absence of a particular permanent workman. It has also been submitted that under the settlement it has also been stated that other things being equal, temporary workman will be given preference in filling up permanent vacancies and if selected, they may have to undergo probation. However, it has been submitted that temporary employees even though they are entitled to a preference only if they meet the recruitment norms laid down by the Bank and all those who did not meet the recruitment norms were not required to be considered even though they were continuing in the service of the Bank. It has also been submitted that while considering temporary badlee sepoys for absorption through interviews the Bank is not bound to regularise services of all the Badlee Sepoys regardless of the outcome of the interview. Only those who qualify at the interview are empanelled for appointment in the Bank either in temporary capacity depending upon the requirement of the Bank at the material point of time. Para 20 : 8 of the said settlement lays down "A temporary workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed a period of three months during which the Bank shall make arrangements for filling up the vacancy permanently. If such a temporary workman is eventually selected for filling up the vacancy, the period of such temporary employment will be taken into account as part of his probationary period." It was, therefore, submitted that from this it is not to be understood that if for any reason the appointment exceeds the period of three months, the temporary incumbent automatically enters into the probationary period. It was also submitted that none of the Badlee Sepoys referred to by the Union have worked regularly against permanent post for a period exceeding 90 days at any time. The workmen concerned were engaged purely on temporary basis at different branches for less than seven days at a time in most of the cases due to absence on leave of the subordinate; that the Bank had earlier notified the vacancies to the Employment Exchange, Surat under the Employment Exchange (Compulsory Notification of Vacancies) Act, 1959 for forming a panel of suitable candidates to be engaged in the subordinate cadre. That as per the standing instructions of the Government of India all appointment in the category of subordinate have to be done only from amongst candidates sponsored by the Employment Exchange and the Bank had, therefore, empanelled suitable candidates for appointment either in temporary capacity or in part-time capacity. In the instant case as far as the period of temporary employment of the 8 Badlee Sepoys expire, their services were no longer required and they were discontinued. It has been also submitted that none of the Badlee Sepoys i.e. the workmen concerned have completed 90 days of continuous service at any time. While in Ahmedabad Region some temporary subordinates has continued to work against permanent posts continuously and in some cases for more than 240 days and, therefore, they continued to be in the service of the Bank. As against this, in Surat region Badlee Sepoys were engaged only for a very short duration during the absence on leave of permanent subordinate and the temporary engagement were naturally and validly discontinued immediately after the permanent subordinate resumed duties on expiry of their absence. Now the requirements of temporary subordinates are met from the approved panels of the candidates who have been selected after interview from amongst those sponsored by the employment exchange. It was hence submitted that as per the guidelines the recruitment of subordinate staff is made through local employment exchange and a procedure prescribed is being followed. That one Mohanlal Thakordas Rathod was selected in the recent approved panel as per the guidelines and the Bank's norms and he has been taken up as part time Cleaner and posted at Nantura Surat Branch. As far as workmen in the reference are concerned, their names do not appear in the approval panel. They have neither

come through employment exchange nor appeared for interview for the selection and, therefore, there is no question of any regularisation as demanded and the reference, therefore, deserves to be dismissed.

5. On behalf of the Bank several documents have been filed at Ex. 8 viz. various circulars prescribing guidelines and the norms etc.

6. On behalf of the Union one Shri Bhaskarbhai, the General Secretary has been examined at Ex. 14. He has stated that he works in the Dena Bank at Surat. He is the General Secretary of Dena Bank Staff Union. He is conversant with the facts of the case. According to him the workmen concerned have atleast put in 90 days of work and some of them even more than that and their demand, therefore, is to regularise the service of the workmen concerned; that the Bank has not empanelled the workmen concerned that it was brought to the notice of the Regional Manager. He has informed that certain instructions in this behalf have been received from the Head Office and the panel has been prepared accordingly. He was also told that the instructions were to the effect that panel was to be prepared by taking names from the employment exchange. The witness thereupon says that he has drawn the attention of the Regional Manager that in Ahmedabad such workmen have been regularised. Similarly in the Calcutta Branch also some 70 such workmen have been regularised. Even in the Dena Bank in Surat some workmen have been made permanent. That there is much difference in the pay of badlee and permanent workmen. According to this witness as per the circular issued by the Bank those workmen who have completed 90 days service have to be made permanent. In his cross-examination he has stated that his union is not recognised by the Bank but it is affiliated to the Federation. He has also admitted that as far as recruitment is concerned, there are certain rules and regulations. He also admitted that the demand made herein is one for regularising the services of the workmen concerned and as stated by him if the names of the workmen concerned were put on the panel, they would have become permanent much earlier. He has also admitted that the Regional Manager had asked him to go and get registered the names in the employment exchange but he had not done so because their demand was one of regularising their services. He has also admitted about a circular dated 6-1-1982 wherein Head Office has prescribed some guidelines for the Branch Manager. It is, however, very pertinent to note that though the General Secretary has stated in so many words that the workmen concerned have put in 90 days or more than that nothing has been tried to be elicited from him that the said statement is wrong. The General Secretary has also stated in chief that as per the circular of the Bank those workmen who have put in 90 days or more should be made permanent and yet nothing has been put to him in cross-examination. In my view, therefore, as far as the question of putting in more than 90 days work is concerned, it is proved that the workmen concerned have put in 90 days or more work.

7. On behalf of the Bank one Jayram Ramswamy Ex. 26 has deposed. That as far as recruitment of subordinate staff is concerned, there is a definite policy in the Bank. That recruitment is done in the following manner. First the names are called from the employment exchange. Then interviews from those names are sent subject to fulfilling the required qualifications. Then interviews are taken, candidates are selected and their names are kept in the panel. The said panel is sent to the Head Office for its approval and whenever vacancies arise in the subordinate staff, appointments are made from the said approved list. As far as circulars are concerned he has stated that circulars are issued by the Head Office where under certain norms as regards recruitment of subordinates are given and then names are to be called from the employment exchange and the procedure deposited to by him above has to be followed. He has also deposed about the circular dated 6-1-1982 wherein it is shown that recruitment have to be made from the names called from the employment exchange. He was also shown Ex. 8/5 which is the panel of names prepared by the Bank from amongst the names recommended by the employment exchange. He has also deposed that the said list was approved by the Head Office. As regards the workmen concerned he has deposed that the workmen concerned were not called for as their names were not sent or sponsored to the Bank by the employment exchange. That they had also not made any representation to

the Bank and today nothing can be done in the matter. However, if their names were sponsored by the employment exchange subject to their suitability certainly they would have been called for interview and might have been selected also. Here also it is very important to note that though the General Secretary has deposed in clear terms about the workmen concerned. Having put in 90 days' work or more nothing has been put to Bank's witness that the said statement was wrong. As we have seen nothing was put in cross-examination to that witness also. In his cross-examination the witness has stated that there is a definite policy and for that there are certain guidelines. He has also made it clear that it does not form part of the Bipartite Settlement or any other settlement with the Union. He has also made it clear that the said policy is being followed in the Surat region and made it clear that he does not know about the same being followed in the other parts of India. He also admitted that no written orders were given to the workmen concerned when they were appointed for short duration. According to this witness the only reason for not inpanelling these persons was that their names were not sent by the employment exchange. He, however, admitted that after 1979 several persons have been recruited but they have been recruited from the approved list. He has also deposed about the practice of engaging temporary workmen from the approved panel. He also stated that persons recruited from panels are given appointment letters by the Regional Managers duly signed by him and such appointments are made on clear vacancies.

8. On behalf of the Bank a list of certain persons referred in the deposition of the officer was produced with office memos.

9. From the evidence oral as well as documentary produced on record, it is clear that there is a definite policy as regards recruitment or absorption of subordinates is concerned. Even the Secretary of the Union has admitted the existence of certain circulars and the Bank officer deposing before the Tribunal has very elaborately deposed about the policy in this behalf. As far as subordinate staff is concerned, it is very clear that the names have to be called for from the employment exchange and from the names received from the employment exchange those who satisfy the requirements are called for interviews. Their selection is made and their names are kept on the panel. The said panel which consists of selected candidates is also to be approved by the Head Office and whenever necessity arises appointments are to be made only from the approved panel. It is the case of the workmen concerned that though they have put 90 days or even more than 90 days of work, their case for being made permanent was not considered. It has come in the evidence of the Secretary that some of them have not put in 90 days of work and some even more than that. It is very pertinent to note that though the Secretary has in clear terms stated that the workmen concerned have put in 90 days of work, no question has been put in cross-examination. It is also to be noted that inspite of this statement of the Secretary being there, nothing has been asked to the witness of the Bank about the workmen concerned not having put in 90 days of work. Thus, it is clear from the evidence that the workmen concerned have put in 90 days' work or even more than that.

10. Now as regards as the case of the workmen concerned that they should have been called for the interviews, selected and empanelled on the list, it is clear that there are clear directions of the Government in this behalf. The evidence also shows that to prepare such a panel directions of the Government should be followed and the panel prepared and should also be approved by the Head Office of the Bank. As far as this aspect is concerned, I do not think that there is a case for the workmen concerned which can be said to be sound.

11. However, it is also the case of the workmen concerned that they having put in 90 days work or more should have been made permanent which means they should have been absorbed irrespective of their being called for personal interviews etc.

12. The Bank has produced certain documents at Ex. 8. There is one letter dated 8th December, 1977 and on page 3 thereof it has been stated that all eligible candidates out of the applications received and the persons who have worked as temporary/badlee sepoys for 90 days or more be called for interview. Now when it has been proved from the record

that the workmen concerned have put in 90 days or more as per the above para of the letter dated 8th December, 1977, those who had completed 90 days means workmen concerned herein, should have been called for interviews. Now it is an admitted fact that they have not been called only on the ground that they were not sponsored by the employment exchange. But in the instant case it appears that because of their having put in more than 90 days, they should have been called for interviews. There is also one circular No. 163 dated 3-12-1980 which deals with the subject viz. engaging Badlee Sepoys. This circular is issued by the Regional Manager of the Bank to all the Branch Managers wherein the Branch Managers have been advised to maintain proper records for the engagements of badlee/temporary subordinates with full particulars of name, number of days, periods etc. in the branch without fail. They are also instructed that no one should be engaged for more than 29 days in continuous service and more than 90 days in a year. From this it appears very clearly that all the Branch Managers were strictly not to allow anyone to complete more than 90 days and rightly so because if any workman puts in more than 90 days then he is entitled to become permanent as per the rules and regulations of the Bank. In the instant case as the evidence shows that the workmen concerned have put in more than 90 days of work, they are entitled to be made permanent as per the rules and regulations of the Bank. But as we have seen that they have even not been called for interviews for absorption in the cadre of subordinates which is not proper and it cannot be said to be legal. In my view, therefore, one it is proved that they have put in more than 90 days as per the rules and regulations of the Bank, they should have been absorbed in the cadre in which they were working. The Bank in its written statement had taken a stand that all the Badlee Sepoys were engaged only for a very short duration during the absence of leave of permanent subordinates and temporary engagements were naturally and validly discontinued after the permanent subordinates resumed duties on expiry of their absence. It has not been satisfactorily shown that the workmen concerned were engaged only for a short duration. On the contrary when the witness of the Bank was asked to produce the records to disprove the facts of putting in 90 days or more work, he has not been able to show anything in that behalf. On the contrary his evidence shows that he had no knowledge whatsoever about where they were working and for how much period they were working. In a case like this when it has been proved by evidence on oath that they have put in 90 days and when nothing has been put in cross-examination, there is no reason to disbelieve the evidence. For all these reasons I take it that the workmen concerned had put in 90 days of work and they are, therefore, entitled to be called for interviews. Not only that but they have also right to be confirmed on the post in the cadre wherein they were working.

13. It is true that in this case workmen concerned are 7 in number but on behalf of the Union the pursis has been passed at Ex. 48 wherein the Union has not pressed the case for Nos. 2, 3, 5, 6 and 7 which leaves only Nos. 1 and 4 for consideration and I am of the view that No. 1 Shri Anand Budhabhai Isha and No. 4 Shri Ishvarbhai M. Rathod who were working as Badlee Chowkidars be considered for the purpose. It is, therefore, directed that the services of the above two workmen should be regularised in the cadre of Chowkidars as eliminated.

14. As far as the effect of the above directions is concerned, I am of the view that the ends of justice would be met if the effect is given from 1-1-1984 inasmuch as the reference was received in this office on 27-12-1983. The Bank is also directed to pay Rs. 300 by way of costs to the Union. Ahmedabad,

Dated : 5th October, 1989.

G. S. BAROT, Presiding Officer
[No. L-12011/35/83-D.II (A)]

नई दिल्ली, 1 नवम्बर, 1989

का.आ.उ.884.—ओद्योगिक विवाद अधिनयम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनि बैंक प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में ओद्योगिक अधिकारण भूथनेश्वर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

New Delhi, the 1st November, 1989

S.O. 2884.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure in the Industrial dispute between the employers in relation to the UCO Bank and their workmen, which was received by the Central Government.

ANNEXURE INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR

Industrial Dispute case No. 14 of 1988 (CENTRAL)
Dated, Bhubaneswar, the 24th August, 1989

BETWEEN :

The management of United Commercial Bank, Saheednagar Branch, Bhubaneswar.

.....First Party-management.

AND

Their workman, namely, Sri P. K. Behera represented through the President of All Orissa Bank Employees' Federation. .Second Party-workman.

APPEARANCES :

Sri T. S. Rao, Manager (Law)—For the first party-management.

Sri S. K. Das, President of the Union.—For the second party-workman.

AWARD

The Government of India in the Ministry of Labour, in exercise of the powers conferred upon them by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) and by their Order No. L-12012/746/87-D.II(A) dated 29-4-88 have referred the following dispute for adjudication :—

"Whether the action of the Branch Manager, UCO Bank, Saheednagar, Bhubaneswar in terminating the services of Shri P. K. Behera, Sub-staff w.e.f. 17-8-87 is justified ? If not, to what relief is the workman concerned entitled ?"

2. The case of the second party-workman Sri P. K. Behera as would be found from the statement of claim filed by him is that he had been working in the Saheednagar Branch of the UCO Bank (first party) on casual basis since February, 1984 in various capacities but no employment was given to him with effect from 17-8-87. In the re-joinder to the written statement filed by the workman on 26-8-88, it was stated that though he worked for more than 240 days in the establishment of the first party during the preceding twelve months he was terminated on 17-8-87 which amounts to retrenchment and such retrenchment was brought about without compliance of section 25-F of the Industrial Disputes Act. He demanded re-instatement as a Peon carrying regular scale of pay.

3. The first party filed written statement refuting the claim of the second party that he was a sub-staff and stating that he was simply a casual worker working in the bank on daily wage basis to do different odd jobs. It was also denied that the second party-workman had continuously worked for 240 days during the proceeding year as alleged by him. The first party in its written statement contended that since the second party-workman was not in regular service of the bank, question of his retrenchment from service did not arise.

4. On these pleadings, the following issues are framed :—
 - (1) If the reference is bad in law and not maintainable ?
 - (2) If the second party was not a 'workman' of the first party ?

(3) If non-employment of Sri P. K. Behera, Sub-staff with effect from 17-8-1987 by the first party-management amounts to termination of his employment and if such termination amounts to retrenchment within the meaning of the Industrial Disputes Act & if such retrenchment is illegal ?

(4) To what relief, if any, the workman is entitled ?

5. Issue No. 2 :

The controversy between the parties as to whether the second party was or was not a workman under the first party is settled by the evidence adduced on behalf of the first party. The Branch Manager of the Saheednagar Branch of UCO Bank during the relevant period examined as M.W.I stated that prior to July '84 the workman Sri Behera had been working in the said Branch for two hours a day whenever required and he continued as such till 17-8-87. According to him, he was being engaged when the regular Peons of the Bank were remaining absent or when extra work was needed to be done in the Bank. He was, however, confronted with the vouchers (Ext. 6) by which payment of wages was made to the workman. He stated that during the period from 1st January '87 till 17-8-87 the second party-workman was engaged in the bank for 160 days and during the period from 16-8-86 he was engaged in the bank for 16 days. Thus, during the preceding year before retrenchment was effected on 17-8-87, the second party-workman was engaged in the bank for 266 days. The Branch Manager-M.W.I admitted that in none of the vouchers by which payment was made to the workman Sri Behera there was mention that wages for two hours per day work was paid. It is mentioned in the said vouchers that he was paid daily wages of Rs. 10.

It has been clearly held in the decision reported in 1988 Lab. I. C. 505 (Goyindbhai Kanabhai Maru, Petitioner v. N. K. Desai, Respondent) that a part time Employee, who has served for a number of years can be easily considered to be a 'workman' coming under the definition of 'workman' in the Industrial Disputes Act. It has been held that the definition of 'workman' in the Act is couched in sufficiently wide terms so as to include even the part time employees who have been in service over a long period.

In the present proceeding it is the admitted case that the second party-workman worked in the establishment of the first party from before July, 1984 and continued until 17-8-87 whereafter he was not given work. The vouchers (Ext. 6) clearly go to show that during the preceding twelve months from 17-8-87 he had been engaged almost in every week and the total period of his engagement, as stated earlier, come to 266 days. In the circumstance, I find no reason to exclude him from the definition of 'workman' as given in Section 2(s) of the Industrial Disputes Act.

6. Issue No. 3 :

In the written statement filed on behalf of the first party-management it was stated that the second party was a casual worker on daily wage basis and as he was not a regular employee, question of his retrenchment did not arise. It was also stated that non-continuance of the second party in service also does not amount to retrenchment under section 2(oo) read with clause (bb) of the Industrial Disputes Act, 1947. At the evidence stage the first party-management sought to introduce a case through M.W.I that there was a verbal understanding between the management and the second party that whenever no work would be needed by the bank he would be given no work. He stated that the second party Sri Behera was not given work in the bank since 17-8-87 as the bank had no extra work to be done. Thus, refusal of employment to the second party-workman from 17-8-87 is admitted but a theory has been advanced that it was done in pursuance of a verbal agreement between the management of the bank and the second party-workman. No such plea about existence of any such oral agreement between the parties has been pleaded in the written statement filed by the management. Such a plea was introduced for the first time in the evidence of

M.W.I. Apart from the fact that there has been no plea in this regard in the management's written statement, the alleged oral agreement has also not been proved. The Branch Manager has admitted that there is no document available in the bank to show that there was any such oral agreement between the parties. No witness has been examined to corroborate the evidence of the Branch Manager-M.W.I about the existence of any such agreement. In the circumstance, I disbelieve the theory of existence of any such oral agreement between the parties, which seems to me to be an after-thought to somehow bring the case within the sweep of section 2(oo)(bb) of the Industrial Disputes Act, 1947.

7. Question is, whether refusal of employment to the second party-workman with effect from 17-8-87 can be said to be "retrenchment". In this connection, law is very clear. It has been categorically held in the decision reported in A.I.R. 1976 Supreme Court 1111 (The State Bank of India, Appellant v. Shri N. Sundara Money, Respondent) that termination for any reason, whatsoever spells retrenchment. Termination, it has been said, "embraces not merely the act of termination by the employer, but the fact of termination howsoever produced. May be, the present may be a hard case, but we can visualise abuses by employers, by suitable verbal devices, circumventing the armour of Section 25F and Section 2(oo). Without speculating on possibilities, we may agree that 'retrenchment' is no longer terra incognita but area coveted by an expansive definition. It means 'to end, conclude, cease.' In the present case, the employment ceased, concluded, ended on the expiration of nine days—automatically may be, but cessation all the same."

To the same effect, there is another decision reported in A.I.R. 1982 Supreme Court 854 (L. Robert D'Souza, Appellant v. The Executive Engineer, Southern Railway and another, Respondents). It has been stated in the said decision that the definition of expression 'retrenchment' in S.2(oo) is so clear and unambiguous that no external aids are necessary for its proper construction. Therefore, we adopt as binding the well settled position in law that if termination of service of a workman is brought about for any reason whatever, it would be retrenchment except if the case falls within any of the excepted categories i.e. (i) termination by way of punishment inflicted pursuant to disciplinary action; (ii) voluntary retirement of the workman; (iii) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; (iv) or termination of the service on the ground of continued ill-health. Once the case does not fall in any of the excepted categories the termination of service even if it be according to automatic discharge from service under agreement would nonetheless be retrenchment within the meaning of expression in Section 2(oo)."

Learned counsel appearing for the first party-management attempted to bring the case of the management within the sweep of clause (bb) of Section 2(oo) of the Industrial Disputes Act, which has been inserted to the Act by the Amendment Act 49 of 1984. He wanted to state that termination of service, if any, of the workman was the result of the non-renewal of the contract of employment between the employer of the workman concerned on its expiry or all such contract being terminated under a stipulation in that behalf contained therein and as such, it does not amount to retrenchment within the meaning of Section 2(oo) of the Industrial Disputes Act. This contention is not acceptable. No such contract of employment has been proved in this case. Besides, it has not been proved that with effect from 17-8-87 there was no work available in the bank for engagement of the second party, who had been engaged to do work in the Bank for 266 days during the preceding twelve months ending on 17-8-87.

The Branch Manager-M.W.I stated that during the period when a regular Peon remained absent on leave and when there was necessity of extra work, the second party-workman was engaged. He, however, could not say if after 17-8-87 no Peon remained absent on leave and there was no necessity of any extra work. The evidence adduced in this case on behalf of the management does not bring the case within

the provisions of clause (bb) of Section 2(oo) of the Industrial Disputes Act so as to hold that refusal of employment to the workman with effect from 17-8-87 does not amount to retrenchment.

8. In this proceeding on behalf of the workman, he himself was examined as W.W.1. He stated that though he worked in the bank from February, 1984 till 17-8-87 he was not given work from 18-8-87 though the first party-management employed other persons to do the work he had been doing. He stated that no written order of appointment was given to him. No question was put to him about existence of any oral agreement between the management and himself that his services would be dispensed with when it would not be necessary by the bank. Rather it was suggested to him that he was purely a temporary employee of the bank and had not been appointed on contract basis. W.W.2, a Clerk of the Sabeednagar Branch of UCO Bank also stated that the second party discharged the duties of a Peon and he used to work from 10 A.M. to 5 P.M. everyday. On a consideration of the evidence and the circumstances appearing in this case, I would hold that the non-employment of the second party-workman Sri Behera with effect from 17-8-87 amounts to retrenchment and since there is non-compliance of the conditions laid down in section 25F of the Industrial Disputes Act, such retrenchment is illegal.

9. Issue No. 1 :

Not pressed.

10. Issue No. 4 :

In view of the findings recorded above, I would hold that the second party-workman, namely, Sri P. K. Behera is entitled to the normal relief of re-instatement with full back wages.

The reference is answered accordingly.

Sd/-

S. K. MISRA, Presiding Officer,
[No. L-13012/746/87-D.II(A)]

का. ना. 2885—संघीयक विधायक अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में केंद्रीय सरकार जोकी बैंक के संबंधित के संबंध में नियोजित होए उनके कर्मकारों के लिए, अनुबंध में नियिष्ट शीलोगिक विवाद में केंद्रीय सरकार शीलोगिक अधिकरण नं. 1, धनबाद के प्रतिष्ठित की प्रशासित करती है, जो केंद्रीय सरकार की प्राप्त हुआ।

New Delhi, the 1st November, 1989

S.O. 2885.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. I, Dhanbad as shown in the Annexure in the Industrial dispute between the employers in relation to the UCO Bank and their workmen, which was received by the Central Government.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL NO. I, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 135 of 1988

PARTIES :

Employers in relation to the management of United Commercial Bank.

AND

Their Workmen.

PRESENT :

Shri S. K. Mitra,
Presiding Officer.

APPEARANCES :

For the Employers.—Shri A. Mishra, Authorised representative.

For the Workmen.—Shri B. Prasad, State Secretary, United Commercial Bank Employees Association.

STATE : Bihar.

INDUSTRY : Banking.

Dated, the 27th September, 1989

AWARD

By Order No. L-12012/54/88-D.II(A), dated, the 29th September/4th October, 1988, the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of United Commercial Bank in not paying Shri Bhawan Sah authorised scale of sub-staff for his employment in Jogbani Branch as waterboy-cum-Peon for July 1979 to December 1984 and terminating his services and not considering him for further employment while recruiting fresh hands under Section 25 H of the I.D. Act is justified ? If not, to what relief the workman concerned is entitled ?"

2. The case of the management of United Commercial Bank, Patna, as disclosed in the written statement submitted, details apart, is as follows :

Bhawan Sah, the concerned workman was not employed in Jogbani branch of United Commercial Bank and so he had no right to claim continuity in service. He had not worked for the Bank for 240 days in any period in the said Branch. Since he was not appointed by the Bank in subordinate cadre as waterboy-cum-peon. His services were not utilised after 25-12-84. He worked for 67 days in 1979, 190 days in 1980, 158 days in 1981, 214 days in 1982, 57 days in 1983 and 226 days in 1984. He supplied water as per requirement of the Bank according to need of the employees and customers depending on weather, peak and lean hours for banking operation. He was paid remuneration for the quantum of work done by him. Since he never completed 240 days of attendance in any year the question of providing him retrenchment compensation does not arise. He was paid at the rate of Rs. 55 on the basis of work done by him for supply of water and not for actual employment in the Bank. He was engaged for serving water and for spraying water on khas tali by the branch. He was not a workman within the meaning of Sec. 2(oo) of the Industrial Disputes Act. The question of following Rules 77 and 78 of Industrial Disputes (Central) Rules 1957 does not arise as he was not a workman of the Bank. His case is also not covered by Section 25F of the Industrial Disputes Act. In the circumstances the management has submitted that the concerned workman is not entitled to any relief in this case.

3. The case of the concerned workman as disclosed in the written statement submitted on his behalf by the sponsoring union, United Commercial Bank Employees Association, briefly stated, is as follows :—

The concerned workman joined the services of the United Commercial Bank at Jogbani Branch (hereinafter referred

to as the Bank) in subordinate cadre as waterboy-cum-peon in 1979 and continued to work upto December, 1984. In the course of his duty he was to (i) bring water from hand pipe (Tube-well in adjoining premises of the same landlord to whom the Bank building belonged); (ii) serve water to members of staff and customers, (iii) sweep the Bank premises whenever required and (iv) to perform sundry job of peon (subordinate staff when required). Besides he was to take out ledgers registers from almiyah and to keep them back in it. In fact he was deployed to perform full fledged duty of subordinate staff whenever any regular subordinate staff was on leave and his employment was not fixed time employment. He was suddenly stopped from work with effect from December, 1984 without any reason. He worked in the Bank for a total period of 1984 days, the break up being 69 days in 1979, 240 days in 1980, 268 days in 1981, 294 days in 1982, 298 days in 1983 and 292 days in 1984. He was paid Rs. 5 per diem initially and subsequently Rs. 8 per day. He was not given notice of one month nor was he paid notice pay nor retrenchment compensation though he had put in more than 240 days of continuous service as required under Section 25F of the Industrial Disputes Act. He was paid salary through vouchers and was not paid for weekly off and other holidays. The Bank management did not follow the procedure laid down in clause 26.8 of the Bipartite Settlement dated 19-10-66 in regularising his services as temporary workman. Anyway, he took up the matter with the Bank management time without numbers. But they did not consider his grievance. In the circumstances he was constrained to raise the industrial dispute through his union before the A.L.C.(C), Patna on 23-12-85. The A.L.C.(C), Patna, intervened in the matter and held conciliation on various dates and also held spot enquiry in the matter on 29-1-87. He, however, failed to bring about an amicable settlement and submitted F.O.C. report to the Government of India. The action of the management of the Bank in stopping the concerned workman from service in 1984 without assigning any reason constitutes retrenchment. The Bank management did not disclose any reason for termination of his service nor did it issue any termination notice as required under para 522(4) of Sastri Award. He worked for more than 240 days continuously but the Bank management did not follow the condition precedent to retrenchment contained in Sec. 25F of the I.D. Act. It is a well settled principle that any casual workman who has put in 240 days of continuous service as defined in Sec. 25B of the I.D. Act shall be absorbed in regular service. The Bank management after retrenchment of the concerned workman from service appointed a number of workmen in different branches of the Bank. It is obligatory on the part of the Bank management to employ the concerned workman when opportunity arose as required under Sec. 25H of the I.D. Act. The Bank management did not follow Rules 77 and 78 of the Industrial Disputes (Central) Rules, 1957, after retrenching the concerned workman. In the circumstances the union has prayed for reinstatement of the concerned workman in service with full wages and regularisation of his service.

4. In rejoinder to the written statement of the management the sponsoring union has stated that the concerned workman is a workman within the meaning of Industrial Disputes Act and he put in over 240 days of attendance in a calendar year. He was employed by the Bank and the management has no right to retrench him from service without following the provisions of Section 25F of the I.D. Act.

5. The management, in order to justify its action, has examined R. N. Roy who was posted as Branch Manager, Jorbani branch of United Commercial Bank from 1979 to June, 1981 as MW-1 and produced some circulars of the Bank without making an attempt to prove them. On the other hand, the sponsoring union has examined the concerned workman and three other witnesses, namely, WW-2 Jitendra Kumar Roy working in Jorbani Branch of the Bank since 16-8-77, WW-3 Nageshwar Singh who was posted to Jorbani Branch of the Bank from 1970 to 1985 and WW-4 Ananta Prasad Gupta, who joined the Jorbani Branch on 30-10-69 when he said branch office was opened and laid in evidence a number of documents which have been marked Exts. W-1 to W-3.

6. The case of the management of the Bank is that the concerned workman was never employed by the Bank in its service and that he simply supplied water to the Bank for its employees and customers as per its requirement depending on weather, peak periods and lean periods and he was paid remuneration for the quantum of work done by him. It is the further case of the Bank that his salary was never paid monthly and his remuneration was paid through vouchers. On the other hand, the emphatic case of the sponsoring union is that the concerned workman was employed by the Bank as waterboy-cum-peon in July, 1979 and that he was deployed to bring water from hand pipe, serve water to the members of staff and customers, sweep bank premises and to perform sundry job of peon.

The evidence of the principle and sole witness for the management R. N. Roy who was posted as Branch Manager of Jorbani Branch of United Commercial Bank from 1979 to June 1981 has completely demolished the case of the management that the concerned workman was not employed by the Bank. Sri Roy has admitted even in his examination-in-chief that during the tenure of service the concerned workman was engaged by the Bank as waterboy. During his tenure of service he was employed in the Bank, but his appointment was not made by or with the approval of the respective administrative offices. He has admitted in cross-examination that as per instruction of Regional Office he engaged the concerned workman as waterboy.

The concerned workman has stated that he worked in Jorbani Bank of United Commercial Bank from July 1979 to December, 1984 and that the Manager of the Bank granted him certificate of service which is marked Ext. W-3. WW-2 Jitendra Kumar Roy has stated that the concerned workman worked in Jorbani branch from July, 1979 to December, 1984. WW-3 Nageshwar Singh has stated that the concerned workman worked in Jorbani Branch for many years. WW-4 Ananta Prasad Gupta has stated that the concerned workman worked in Jorbani Branch from July 1979 to 1984.

7. The sponsoring union has produced two documents marked Ex's. W-1 and W-2 in support of the fact that the concerned workman was engaged by the Bank. By document Ext. W-1 dated 1-4-81 the Branch Manager of Jorbani Branch offered the concerned workman employment on daily wage of Rs. 5 for three months with effect from 1-4-81 to 30-6-81. By another document dated 1-7-80 Ext. W-2 the Manager of the Bank appointed the concerned workman as waterboy on daily wages of Rs. 5 from 7-4-80 to 3-6-1980. The document dated 22-2-85 Ext. W-3 is as per statement of the concerned workman—not assailed in cross-examination a 'service certificate'. This certificate establishes the fact that the concerned workman was engaged as a casual labour (peon) and his performance of duties was satisfactory.

Having regard to this overwhelming evidence I have no hesitation to hold that the concerned workman was employed by the Bank as a workman.

8. Sri A. Misra, authorised representative of the Bank has contended that the letters of engagement/appointment is of no consequence since the Branch Manager was not competent to engage/appoint any person. This contention of Sri Misra is not sustainable in view of the fact that MW-1 R. N. Roy has admitted that the concerned workman was engaged as a waterboy as per instruction of Regional Office. That apart, it is within the jurisdiction of Branch Manager to engage, employ, appoint clerk, servants, workmen and other employees for permanent, temporary or special service and to suspend, remove, dismiss, discharge any of them and/or take any other disciplinary action against any of them in terms of the power of attorney. Sri Roy has ofcourse denied that there is provision in the power of attorney empowering him to give appointment or to dismiss employees from service of both subordinate and clerical cadre.

Sri Prasad, authorised representative of the sponsoring union, has submitted a model power of attorney in force in the Bank. The Bank has not produced the power of attorney given to Sri Roy either to assail the model power

of attorney or to provide the extent of authority given to the Branch Manager, specially to Sri Roy for banking operation. This being the position I come to the conclusion that the Branch Manager had authority to appoint any person as subordinate staff or clerical staff and to determine the nature of such appointment.

9. From the evidence of Sri Roy it appears that the concerned workman was required to perform his duty for 2 to 2-1/2 hours a day and in the process Sri Roy has introduced a story of the concerned workman having been appointed as a part-time workman. But this is a departure from the written statement of the Bank and hence it must be discarded. From the service certificate (Ext. W-3) it appears that the concerned workman was employed as a casual labour (peon). This being the position, it appears that the Bank appointed the concerned workman as a casual labour. But there is no provision for appointment of casual labour in the Bank.

10. It is common knowledge that the service condition of Bank employees is governed by Sastri Award, Desai Award, Bipartite Settlement etc. Para 508 of Sastri Award classifies the Bank employees as follows :

- (a) permanent employees;
- (b) probationers;
- (c) temporary employees; and
- (d) part-time employees.

This classification of Sastri Award has not been departed from in the Sastri Award or in Bipartite Settlement. This being so, there is no scope for appointment of casual labour in the service of the Banks. In the circumstances the logical conclusion is that the concerned workman was employed as a temporary workman of the Bank.

11. MW-1 R. N. Roy has stated that the concerned workman was required to supply water as waterboy and that his attendance was not marked in the attendance register, and that he was required to perform duties for 2 to 2-1/2 hours a day. On the other hand, the concerned workman has stated that his duties consisted of bringing out of ledgers and other records from the racks and put them back in the almirah, placing tokens and transfer scroll registers in the Cash Department, supplying water to the members of the staff and customers and other sundry jobs, such as, visiting post offices for despatching daks and notes and vouchers stitching. He has further stated that he used to work in the Bank from 10 A.M. to 5 P.M. WW-2 Jitendra Kumar Roy has supported him by stating that sometime the concerned workman was required to perform the duties of bringing out registers, ledgers etc. and put them back in the almirah and to supply drinking water to the members of staff and customers and that his duty hours was from 10.30 A.M. to 5.30 P.M. WW-3 Nageshwar Singh has stated that the duty of the concerned workman was to supply drinking water to the members of the staff and customers, bring out ledgers, registers from the racks and sometimes he used to stitch cash vouchers and that his duty hours was from 10.30 A.M. to 5.30 P.M. WW-4 Ananta Prasad Gupta has stated that in the course of his duty the concerned workman was to supply drinking water to the members of staff and customers, to bring out ledgers, registers and to put them back again in the racks and to dust the tables whenever required, to stitch currency notes in cash department and to accompany the cash clerk with box for cash remittance to other branch and that his duty hours were between 10 A.M. to 5/5.30 P.M. From these evidence it is evident that the management of the Bank was employing the concerned workman not only as a waterboy but also as a peon from 10/10.30 A.M. to 5/5.30 P.M. In the circumstances the logical conclusion is this that the concerned workman was employed by the Bank as whole-time subordinate staff.

12. The sponsoring union has claimed that the concerned workman had put in 240 days attendance in calendar year. This has been disputed by the management.

The sponsoring union has stated that the concerned workman worked for 69 days in 1979, 243 days in 1980, 268 days in 1981, 294 days in 1982, 298 days in 1983 and 292 days in 1984. The management has countered it by stating that he worked for 67 days in 1979, 190 days in 1980, 158 days in 1981, 214 days in 1982, 57 days in 1983 and 226 days in 1984. But the statement of duties given by the management with regard to the number of days work performed by the concerned workman is not worthy of credence since this is at variance with the statement of duty given by the management before the A.L.C. (C), Patna. The concerned workman and other witnesses of the sponsoring union have stated that the concerned workman worked in the Bank from July, 1979 to December, 1984. This being the position, it appears that the concerned workman worked for 240 days or more in the calendar year before his services were dispensed with.

Admittedly, the concerned workman was paid his remuneration much below the scale rate by vouchers. These vouchers obviously are in the custody of the management. But the management has not produced the same. Had all these vouchers been produced it could have been ascertained precisely the number of days of attendance put in by the concerned workman in the Bank.

13. Admittedly the services of the concerned workman were dispensed with without giving him retrenchment compensation as per provision of Sec. 25F of the Industrial Disputes Act. Even if he was a casual workman, which he was not, still he is a workman within the meaning of Sec. 2(s) of the Industrial Disputes Act. That apart the Shastri Award envisages that the service of any employee other than a permanent employee or probationer may be terminated and he may leave service, after 14 days' notice. This I state with reference to Para 522(4) of Shastri Award. Obviously this notice was not given to the concerned workman before termination of his service. Again the action of the management in terminating the service of the concerned workman without giving him notice for 14 days or pay in lieu thereof is considered illegal.

14. In every view of the matter the action of the management in terminating the services of the concerned workman is illegal and unjustified. That being so, it is not necessary to consider whether he was entitled to further employment under Section 25H of the Industrial Disputes Act.

15. Sri Misra has contended that the Bank has got certain norms to appoint staff and these norms cannot be abrogated even in the case of the concerned workman. The Bank might have certain norms and it is for them to abide by these norms while appointing any staff. That is the internal affairs of the Bank, but when the Bank decides to appoint somebody without abiding by the norms, it cannot take shelter under those norms; compliance of the provisions of the Industrial Disputes Act is mandatory which admits of no exception. The result is that the concerned workman should be reinstated in service as temporary workman of the Bank and back wages is per scale with effect from 29-9-1988.

16. Accordingly, the following award is rendered—The action of the management of United Commercial Bank in terminating the services of the concerned workman is not justified. The Bank is hereby directed to reinstate him in service as temporary workman with effect from the date of reference i.e. 29-9-1988 within one month from the date of publication of the award. The Bank is further directed to pay him back wage, as per scale with effect from 29th September, 1988.

In the circumstances of the case, I award no cost.

S. K. MITRA, Presiding Officer

[No. L-12012/54/88-D.II(A)]

N. K. VERMA, Desk Officer

नं० विली, १४ अक्टूबर, १९८९

का. आ. २८८६.—औद्योगिक विवाद अधिनियम, १९४७(१९४७ का १४) की धारा १७ के अनुसरण में केन्द्रीय सरकार जी आर.एम., वेस्टर्न रेलवे बड़ी के प्रबंधनकार के सम्बद्ध नियोजकों और उनके फर्कारों के बीच, अनुरूप में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण ने, १ अक्टूबर के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को १७-१०-८९ को ग्राह्य हुआ था।

New Delhi, the 24th October, 1989

S.O. 2886.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. I, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of D.R.M., Western Railway, Baroda and their workmen, which was received by the Central Government on the 17-10-89.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I AT BOMBAY

PRESENT

Mr. Justice M. S. Jamdar, Presiding Officer

Reference No. CGIT-9 of 1989

PARTIES :

Employers in relation to the management of
Divisional Railway Manager, Western Rail-
way, Baroda

AND

Their Workmen

APPEARANCES :

For the Management.—Mr. V. Narayana,
Advocate

For the Workmen.—No appearance

INDUSTRY :

Railways

STATE :

Gujarat

Bombay, dated the 29th day of September, 1989

AWARD

The Central Government in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication :

"Whether the action of Divisional Railway Manager, Western Railway, Baroda is justified in terminating the services of Shri Bhailal Naninbhai and 55 others as shown in annexure ? If not, what relief the workmen are entitled to?"

2. The Divisional Secretary of the Paschim Railway Karamchari Parishad, Wadi Konkan Falia,

Baroda, who has espoused the cause of the 56 workmen, remained absent though duly served and did not file any statement of claim.

3. Though the management contended in its statement of claim that the 56 workmen were engaged against sick leave vacancies as unapproved substitutes by the Senior Wagon Foreman, Bajwa, illegally, unauthorisedly and in contravention of Head Quarters' instructions and that none of those persons had completed 240 days continuous service in calendar year before their services were terminated Shri T. N. Patel, the Assistant Personnel Officer II, Divisional Railway Manager's Officer, Baroda, who filed an affidavit on behalf of the management has specifically affirmed that out of the 56 workmen, 7 candidates had completed 240 days of service before their services were terminated. According to him, however, temporary status was not conferred on these workmen because of the investigation carried out by the vigilance branch of the Railway in respect of the illegal and unauthorised act of the Senior Wagon Foreman, Bajwa. He has also filed a statement showing monthwise attendance particulars of the 56 substitute khalasis, during the period from January 1986 to 24th March, 1987, the day on which they were discontinued. This statement shows that Shri Bhailal Naninbhai, Shri Ismail Bhikha, Shri Mahboob Khan B. Shri Ignas Willayam, Shri Mahesh Kanji, Shri Bachumiya Amirmiya and Shri Vinod Raman, whose names are mentioned at serial number 1, 3, 5, 6, 7, 9 and 11 respectively, had completed 240 days during the calendar year before their services were discontinued. It is thus clear that these seven persons were in continuous service of the Railway within the meaning of section 25-B of the Industrial Disputes Act, 1947, and hence it was incumbent on the Railway Administration to follow the procedure prescribed in section 25-F of the Industrial Disputes Act, 1947, before discontinuing their services. It is irrelevant whether they were properly appointed as substitutes and whether the Senior Wagon Forman was authorised to engage the services of these persons.

4. As the procedure prescribed in section 25-F admittedly was not followed the retrenchment of the seven workmen, mentioned above, was void ab-initio and the discontinuance of their services was illegal. These workmen, therefore, are entitled to be reinstated in service of the Railway. The other 49 workmen, however, would not be entitled to any relief.

5. In the result, it is declared that the action of the Divisional Railway Manager, Western Railway, Baroda in terminating the services of Shri Bhailal Naninbhai and other six workmen, mentioned above, was illegal and the said officer of the Railway is directed to reinstate those seven persons in Railway Service forthwith and to pay them back wages till they are actually reinstated. The other 49 workmen, mentioned above in the annexure to the schedule will not be entitled to any relief. Award accordingly.

M. S. JAMDAR, Presiding Officer

No. L-41011/34/87-D. II (B)

तरह विली, १ नवम्बर, १९८९

का. आ. २८३७ :—औद्योगिक विवाद अधिनियम, १९४७ (१९४७ वा १४) की घास १७ के अनुसरण में, केन्द्रीय सरकार गवर्नमेंट मेडिकल स्टोर इंडिया, मद्रास के प्रबंधनवाले के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच अनुशंश में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकारण, मद्रास के प्रबंधन को प्रत्याशित करती है जो केन्द्रीय सरकार की १७-१-८९ का प्राप्त हुआ था।

New Delhi, the 2nd November, 1989

S.O. 2837.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Government Medical Stores Depot., Madras and their workmen, which was received by the Central Government on the 17-11-89.

BEFORE THE INDUSTRIAL TRIBUNAL, TAMILNADU, MADRAS-104

Saturday, the 16th day of September 1989

Industrial Dispute No. 17/88

(In the matter of dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the Management of Government Medical Stores Depot. Madras).

BETWEEN

Shri D. Ramesh, 29, Gangapathilala Street,
Triplicane, Madras 5.

AND

The Director, Biological Laboratory & Animal House, Ministry of Health & Family Welfare, Government of India, 37 Naval Hospital Road, Periamet, GMSA Campus, Madras.

Reference : Order No. L-42012/112/87-D.II(B), dated 6-3-1988 of Ministry of Labour, Government of India, New Delhi.

This dispute coming on for final hearing upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thitu T. Fenn Walter, Authorised Representative appearing for the workman and of Thiru M. Chidambaram for Thiru P. B. Krishnamoorthy, Central Government Pleader for the Management, and this dispute having stood over till this day for consideration, this Tribunal made the following.

AWARD

This dispute between the workman and the Management of Biological Laboratory and Animal House,

Ministry of Health and Family Welfare, Government of India, Madras arises out of a reference under Section 10(1)(d) of the Industrial Disputes Act 1947 by the Government of India in its Order No. L-42012/112/87-D.II(B) dated 6-3-88 of the Ministry of Labour for adjudication of the following issue :

"Whether the action of Director, Biological Laboratory & Animal House, Ministry of Health and Family Welfare, Govt. of India, Madras in terminating the services of Shri D. Ramesh, Laboratory Assistant w.e.f. 11-4-85 is justified ? If not, to what relief the said workman is entitled to ?"

2. The claim Petition averments are that the Petitioner entered service under the Respondent on 23-6-82 as Temporary Lab Attendant in the Biological Laboratory, Government, Medical Stores Depot, Madras as per the order of appointment dated 9-6-82. The Petitioner should be on probation for the period of six months in the first instance, and it can be extended at the discretion of the competent authority. He completed the probation on 22-12-82. Thereafter the Petitioner issued an order dated 28-3-85 stating that the probation period of two years was extended by one more year. This order of extending the probation after two year is unjust, improper and illegal. There was some difference of opinion between the 2nd and 3rd Respondents and as a result of which there was strike. The Petitioner did not participate in the strike. However, the Director started ill-treating the Petitioner and bore ill will and grudge against him. The Petitioner was under the bonafide impression that he had completed his probation successfully on 22-12-82. While so suddenly he received a registered letter dated 16-4-85 containing three letters stating that there was no improvement and the Petitioner failed to improve his responsibility, honesty and integrity and warned several times to be careful in his duty and yet he inclined he will be liable for strict disciplinary action. The 2nd letter found in cover is an office order of No. 55 Part II dt. 9-4-85 falsely alleging that his letter of explanation dt. 8-4-85 to the memorandum dated 6-4-1985 was found to be unsatisfactory. Regarding the allegation that certain communication and documents were pilferaged and tampered with by him is absolutely baseless. Though his conduct, behaviour, integrity was good these two letters indicate the various allegations of misconduct made against the Petitioner. Those allegations are baseless and are malafide and the Director has decided to ruin the future of the Petitioner. The 3rd letter containing in the same cover is an order of termination issued by the Director. This letter has been issued with a malafide motives. He cannot be terminated under Section 5 of the Central Service (Temporary Service Rules), 1985. The Petitioner has not been given any opportunity to face the allegations made against him. It is the case of punishment without following the stipulated procedure. The petitioner was appointed by the 2nd Respondent, who is superior to 3rd Respondent and the termination by 3rd Respondent is invalid and inoperative. The Petitioner was undergoing medical treatment at that time. The Government Medical Stores Depot is an industry employed 450 employees as defined under Section 2(j).

of the Industrial Disputes Act. The respondent is engaged in production and distribution of medicines and hence the Respondent is engaged in manufacturing processes and it is an industry. The termination of service would amount to retrenchment in contravention of Section 25-F of the Industrial Disputes Act. The Respondent failed to issue retrenchment notice and no retrenchment compensation was offered before terminating him. The Petitioner was drawing a salary of Rs. 900 per month at the time of termination. Hence the claim for reinstatement.

3. The Respondent in its counter statement states, that the Biological Laboratory and Animal House, Madras, wherein the Petitioner was employed, is not an industry within the definition of industry in the Industrial Disputes Act. He is governed by rules framed under Article 309 of the Constitution. The Laboratory and Animal House is an independent organisation under the Directorate General of Health Service, Government of India, New Delhi. The Petitioner's service is governed by rules framed and notified by the Govt. of India. As per rules for persons in Group C & D including the post held by the Petitioner the period of probation is two years. No one is entitled to modify the said rules without the prior permission of the Government of India. A clerical error has created in the original order of appointment issued to the Petitioner and he cannot take advantage and claim to probation is only for six months. The 3rd Respondent has never intimated the Petitioner that the period of probation is six months. The Head Office is entitled to extend the period of probation. The Respondent submits that the Petitioner himself stated in his letter dated 4-12-84 for confirmation of his service after completion of probation of two years. If no order communicating confirmation is issued, it must be taken that the probation has not been confirmed. The order extending the probation is not unjust, improper and illegal. The Petitioner has failed to give satisfactory performance during his period of probation in two years. The averments that there is difference of opinion between the 2nd and 3rd Respondents, is denied. The Petitioner was under the administrative control of 3rd Respondent. It is incorrect to state that the Petitioner was ill-treated by the Director. There is no justification by the Petitioner to assume that he has been confirmed in service. The 3rd Respondent is the Head of office and the disciplinary authority for all group of C & D employees including the Petitioner. There is no mala fide on the part of the 3rd Respondent. The Petitioner was found unsuitable to the post of laboratory attendant and his services were terminated with effect from 11-4-86 under Rule 5 of the CCS (Temporary Services Rules) 1965 r/w the provisions of Rule 11, explanation (viii) (a) & (b) of the CCS, CCA Rules, 1965. The Petitioner being a probationer it is not mandatory for an enquiry before his services are terminated. The order of termination does not amount to penalty under Rule 11. Explanation (viii)(a) & (b) of the CCA and CCS Rules. The Petitioner though was offered one month salary in lieu of notice, he did not claim. Hence 25-F should apply. There is no irregularity in the order of termination passed by the 3rd Respondent since he is the superior and competent authority over the

2nd Respondent. Hence the claim is liable to be dismissed.

4. The points for determination are (i) Whether the action of the 3rd Respondent in terminating the services of D. Ramesh, the Petitioner is justified ? (ii) To what relief ?

5. POINT (i) : W.W. 1 and M.W. 1 were examined on either side. Exs. W-1 to W-8 and Ex. M-1 to M-4 were marked on either side.

6. Before going into the merits of the case, since no argument was addressed by the counsel for the Respondent that the institution wherein the Petitioner was employed, is not an industry within the definition of Industrial Disputes Act, I am constrained to hold that the Biological Laboratory and Animal House is an Industry within the definition of 'Industry'.

7. The Petitioner as W.W. 1 would swear to his appointment as Laboratory Attender on a probation of six months. According to him he was not informed at any time that the probation period is for two years. He would swear the Respondents 2 and 3 were not in cordial terms and since the 2nd Respondent directed to remove the telephone of 3rd Respondent, a strike was called for on the instruction of 3rd Respondent. It is his further evidence since he was working under the 2nd Respondent he did not participate in strike by fearing that he may be dismissed from job by the 2nd Respondent. Subsequent to that strike, the 3rd Respondent, according to W.W. 1 was finding fault with his work. While to this witness would state that on 16-4-85 he got a cover consisting of three letters, Ex- W-3 to W-5 of which Ex. W-5 is the order of termination. He would file Ex. W-7, the conduct certificate. He would also state that he was not given notice for salary or retrenchment compensation. This witness would explain the nature of duties.

8. M.W. 1, the Assistant Director, would come and swear that the appointment of Petitioner was only temporary and the probation period is only two years and not six months. His version is that the Petitioner knows about the probation period as two years and that the 3rd Respondent is entitled to extend the probation. He would assert that there was no difference opinion between the 2nd and 3rd Respondents. He would file Ex. W-1 and M-2, confidential report and unsatisfactory report showing that the Petitioner did not do his job properly and he was always creating trouble with the co-employees for which he had been warned by the witness. He would stoutly deny the fact that with the malafide intention he was terminated.

9. In the light of oral testimonies of interested parties, we have to rely on the documents filed in this case. Ex. W-2 is the copy of memorandum offering temporary appointment for the post of Lab Attendant in the Office of the 2nd Respondent subject to various conditions. Ex. W-1 is the Depot Order of the 2nd Respondent, appointing the Petitioner as

Temporary Lab Attendant without any claim for absorption on regular basis. The plea of the Petitioner at this stage is that while he was appointed for a period of six months, suddenly he got Ex. W-3 to W-5, Office order and Order of termination from the 3rd Respondent in one single cover. Ex. W-3 dated 9-4-85 informs that his reply was unsatisfactory and he has not succeeded in mending his conduct and improve himself in respect of honesty and integrity, devotion to duty etc., despite the many warnings of the adverse remarks in his confidential report, he is liable for strict disciplinary action as per Rules. Ex. W-4 is also an Office order dated 9-4-85 after referring to earlier correspondence and also unauthorised communication of information by the Petitioner. He was asked to correct, rectify and mend his character, failing which further disciplinary action will be taken against him. Ex. W-5 is also an order dated 11-4-85 by the 3rd Respondent terminating the services of the Petitioner. Exs. W-3 and W-4 are the two orders, according to the Petitioner, brought about by the 3rd Respondent with a mala fide intention to ruin his career. It is also his case that Ex. W-5, the order of termination, was sent along Ex. W-3 and W-4 in one single cover would show that the 3rd Respondent with a bad intention to ruin has sent all those letters in one single cover. Apart from this fact the learned counsel for the Petitioner would contend that when the period of probation, according to Ex. W-2, is only six months under Ex. W-6, dated 29-3-85, the 3rd Respondent informs the Petitioner that the probation period has been extended for two years. In this connection, the learned counsel for the Petitioner would vehemently contend in as much as Ex. W-2 contains only a period of six months Ex. W-6 referring to the period of two years and extending to one more year by the 3rd Respondent would only go to show that the 3rd Respondent had gone to the extent of violating the very condition contained in Ex. W-2 with regard to the period of probation. When M.W. 1 was confronted with the discrepancy found in Ex. W-2 and Ex. W-6 regarding the probation, he would swear that he was not aware of the same, but he would add the Petitioner knows about the probation period as two years and he would also state so under Ex. M-3 xerox copy of the letter given by the Petitioner to the 3rd Respondent, wherein he requested the 3rd Respondent since he had completed two years of probation period to issue necessary orders confirming him in the post. Of course, this letter is suicidal to the case of the Petitioner. The plea of the Petitioner with regard to Ex. M-3 is that it has been obtained at the insistence of the Respondents. M.W. 1 would deny this fact. It is the case of the Respondent since the Petitioner failed to give satisfactory performance during the period of two years, his probation was again extended under Ex. W-6 and since he did not improve his performance and mend his character, he was terminated under Ex. W-5 by the 3rd Respondent after offering notice and one month pay. Of course, the Petitioner relied on Ex. W-7, a certificate issued by the 2nd Respondent wherein he found the Petitioner as hard working, honest and devoted to his duties deserves every encouragement. As against this document, the learned counsel for the Petitioner drew my attention apart from Ex. W-8, Ex. M-1 and Ex.

M-2 series. Ex. W-8 is the confidential memorandum dated 30-3-1985 wherein the Petitioner was informed by the 3rd Respondent about the adverse remarks incorporated in his confidential report Dossier for the period from 1-1-84 to 31-12-1984. Ex. M1 is the xerox copy of the report on the work and conduct of the Petitioner for the year ending 31-12-1983, M.W. 1 has furnished this report wherein he has suggested to 'retain him', that he yet to gain experience. This report was dated 20-6-85. Again M.W. 1 in his report on the work and conduct of the Petitioner for the year ending 31-12-84 he has found many defects with regard to his work and his conduct. This report has been endorsed by the 3rd Respondent with his own adverse remarks. Ex. M-2 series xerox copies of unsatisfactory reports called out from the register of the Respondent and that report relates to 20-2-84 to 25-3-85. M.W. 1 had made note on the work and conduct of the Petitioner. A look at the report shows that it contains enormous numbers of adverse findings against the Petitioner by the higher officials concerned. It cannot be contended that this report has been brought about by the 3rd Respondent with a malafide intention to ruin the career of the Petitioner. A look at the report contained in Ex. M-2 series would only go to show that the Petitioner does not deserve to continue in service. Therefore as rightly contended by the learned counsel for the Respondent that the Petitioner has been terminated from service under Ex. W-5 even after extending the period of probation since his work was found unsatisfactory. The learned counsel for the Petitioner contended that on the expiry of probation he would be deemed to have been confirmed in the absence of order or communication. Therefore the termination should have been followed by a due enquiry. It is the case of the Petitioner that failure to hold an enquiry before termination would amount to violation of principles of natural justice. It is also his contention that while terminating him, the conditions contained under 25F of the Industrial Disputes Act were not complied with and therefore the retrenchment is invalid.

10. In this connection the learned counsel for the Respondent straightaway drew my attention to a case reported in 1985- I- All India Services Journal page 176. In that case the Sales Tax Officer was appointed by an order dt. 22-3-1972 on a probation for a period of two years. After expiry of two years, he continued in service and no order was made confirming his appointment. But on 31-3-1975 the appellant was terminated. The employee preferred a writ petition in the High Court of Gujarat, which was dismissed and the writ appeal filed by him also ended in dismissal. In the appeal before the Supreme Court he raised three contentions; of which the first contention is that the termination order was made mala fide the second is that on the expiry of the period of probation the appellant must be deemed to have been confirmed; and third is that the principles of natural justice were

violated since he was not heard before he was terminated even as a probationer. The Supreme Court held that :

"It is perfectly possible that during the initial period of probation the confirming authority may be unable to reach a definite conclusion on whether the candidate should be confirmed or his services should be terminated. Such candidate may be allowed to continue beyond the initial period of two years in order to allow the confirming authority to arrive at a definite opinion. But it is difficult to hold that a candidate enjoys any greater right to confirmation if he is allowed to continue beyond the initial period of probation."

The Supreme Court further held that there was no right in the appellant to be confirmed merely because he had completed the period of probation of two years and had passed the requisite test and completed the prescribed training. The function of confirmation implies the exercise of judgment by the confirming authority on the overall suitability of the employee for permanent absorption in service. Thus it is seen the Supreme Court has categorically held that the probationer has no right to be confirmed on the expiry of probation period. But in this case, the probation has been extended and the work was not satisfactory. The superior authority namely the 3rd Respondent exercised his judgment and came to a conclusion that the Petitioner is to be terminated and therefore passed an order under Ex. W-5. The above decision is directly applicable to the facts of this case.

11. For all these reasons Point (i) is found against the Petitioner.

12 Point (ii) : In the result the Petitioner is not entitled to any relief. An award is passed rejecting the claim of the Petitioner. No. costs.

Dated, this the 16th day of September, 1989

THIKU K. NATARAJAN, Industrial Tribunal

[No. L-42012/112/87-D. II B]

HARI SINGH, Desk Officer

WITNESSES EXAMINED

For Workmen : W.W. 1—Thiru D. Ramesh (Petitioner-Workman).

For Management : M-W-1—Thiru C. Gopalakrishnan.

DOCUMENTS MARKED

For Workman :

Ex. W-1/23-6-82—Order of Temporary Appointment issued to Petitioner-workman.

- Ex. W-2/9-6-82—Offer of temporary appointment issued to Petitioner-workman for the post of Lab Attendant.
- Ex. W-3/9-4-85—Office order No. 57, Part II issued by the Director, Biological Laboratory and Animal House, Madras-3.
- Ex. W-4/9-4-85—Office order No. 58, Part II issued by the Director, Biological Laboratory and Animal House, Madras-3.
- Ex. W-5/11-4-85—Office Order No. Part II, issued by the Director, Biological Laboratory and Animal House, Madras. 3.
- Ex. W-6/29-3-85—Office Order No. 32, Part II issued by the Director, Biological Laboratory and Animal House, Madras-3.
- Ex. W-7/30-4-84—Conduct Certificate issued to petitioner-Workman.
- Ex. W-8/30-3-85—Memorandum issued by the Director, Biological Laboratory & Animal House, Madras 3 to the Petitioner-Workman.

For Management :

- Ex. M-1|series—Confidential Report for the year ending 31-12-83 and 31-12-84 relating to Petitioner-Workman (Xerox copy).
- Ex. M-2|series—Unsatisfactory reports relating to some of the workers including Petitioner-Workmen (Xerox copy).
- Ex. M-3/4-12-84—Letter from Petitioner-workman to the Director, Biological Laboratory and Animal House, Madras-3 praying to confirm him in the post of Laboratory Attendant (Xerox copy).
- Ex. M-4|series—Extract from the gazette of India, Part II Sec. 3 Sub-Sec. 6, Ministry of Health & Family Welfare dated 24-2-84 (xerox copy).

INDUSTRIAL TRIBUNAL

नई फ़िल्मी, १० नवम्बर, 1989

का. आ. : 2888—उत्प्रवास मधिनयम, 1983 (1983 का 31) की घाँट 3 की उपधारा (1) द्वारा प्रदत्त ग्रंथियों का प्रयोग करते हुए केंद्रीय सरकार श्री भारत वी. निह अनुभाग मधिकारी दिनांक 13 अक्टूबर, 1989 से भगवा आदेश जारी होने तक उत्प्रवासी संघर्ष-II सम्बद्ध के रूप में नियुक्त करती है।

[प. ए - 22012(1)/89 - उत्प.]

New Delhi, the 2nd November, 1989

S.O. 2888.—In exercise of the powers conferred by Section 3, Sub-Section (1) of the Emigration Act, 1983 (31 of 1983), the Central Government hereby appoints Shri R. V. Singh Section Officer as Protector of Emigrants, Bombay-II with effect from 13th October 1989 till further orders.

[No. A-22012/1/89-Emig]

का. शा. 2889—उत्प्रवास अधिनियम, 1983 (1983 वा 31) की धारा 3 को उपशाला (1) द्वारा प्रमाण शावितरामों का प्रयोग इसने हुए केन्द्रीय सरकार श्री कंवर राजिंदर सिंह अवृद्ध मंचिव को उत्प्रवासी मंत्री—1 वर्षाई के रूप में विनाक 11 अक्टूबर 1989 से घासा आवंश भारी होने तक नियुक्त करती है।

[म. ए—१२०१२(1)/89—उत्प्र.]

प्रदीप सिंह, अवृद्ध मंचिव

S.O. 2889.—In exercise of the powers conferred by Section 3 Sub-Section (1) of the Emigration Act, 1983 (31 of 1983), the Central Government hereby appoints, Shri Kanwar Rajinder Singh, Under Secretary as Protector of Emigrants-I, Bombay with effect from 11th October, 1989, till further orders.

[No. A-22012|1|89-Emig]

PRADEEP SINGH, Under Secy.

